



A PROUD TRADITION | A BRIGHT FUTURE

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LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
REGULAR BOARD MEETING  
Tuesday, June 17, 2014

7:00 PM

Julie Thompson, President • Rhonda Zacharias, Vice President • Kay Danziger, Secretary  
Anna Gonzales • Dar Hakimzadeh • Kathryn Kaminski • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
JUNE 17, 2014  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
  - A. May 6, 2014 - Special Board Meeting 6
  - B. May 13, 2014 - Special Meeting (Workshop) 10
  - C. May 15, 2014 - Regular Board Meeting 13
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**
  - A. **Goal: Instructional**
    1. Consider approval of the 2014-2015 agreement for educational services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center 21
    2. Consider approval of the 2014-2015 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program 29
  - B. **Goal: Planning**
    1. Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors 40
    2. Consider ratification of Quarterly Investment Report 41
    3. Consider ratification of Financial and Investment Reports 48
    4. Consider approval of budget amendment requests 52
    5. Consider approval of donations to the district, including, but not limited to: 55
      - a. Common Threads
      - b. Hutchison Elementary School
    6. Consider renewal of fleet equipment, supplies, and services 56

7. Consider approval of local food and catering services	60
8. Consider approval of Natatorium loose pool equipment	63
9. Consider approval of Natatorium laundry equipment	64
10. Consider approval of Natatorium scoreboard and timing system	65
11. Consider approval for participation in the Community Eligibility Program (CEP)	66
12. Consider approval of Guaranteed Maximum Price amendment to the contract with Drymalla Construction Company	67
13. Consider approval of interlocal agreement with Region 4 Educational Service Center	74
14. Consider approval of blanket easement for the new District Natatorium	81
15. Consider approval of blanket easement for the new Arredondo Elementary	91
16. Consider approval of construction material testing services for the new Dean Leaman Junior High School	101
17. Consider approval of construction material testing services for the new Churchill Fulshear, Jr. High School	114
18. Consider approval of architect contract	128
19. Lamar CISD 2014 Citizens' Bond Advisory Committee recommendation	129
<b>C. Goal: Technology</b>	
1. Consider approval of vendor for callout and notification system	130
2. Consider approval of vendors to supply replacement projector lamps	133
3. Consider approval of 2014-17 technology plan	135
4. Consider approval of district-wide computer refresh additional computers and laptop carts	136
<b>D. Goal: Personnel</b>	
1. Consider approval of new PDAS appraisers for teaching staff, 2014-2015 school year	137
<b>9. INFORMATION ITEMS</b>	
<b>A. Goal: Planning</b>	
1. Board Policies for First Reading	138
2. Appointment of Board Committees	241
3. Budget Workshop	242
4. Tax Collection Report	243
5. Payments for Construction Projects	249
6. Region 4 Maintenance and Operations Update	251
7. Bond Update	256
8. Quarterly Energy Management Report	260
9. Multi-year contracts for Workers' Compensation Excess Coverage	264
10. Multi-year contracts for Student Athletic Insurance Coverage	265

**B. Goal: Instructional**

- 1. Classification of grade levels for LCISD High School students 266
- 2. Memorandum of Understanding between LCISD and the Center for Teaching and Learning (CTL) 267

**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. 283
    - a. Approval of personnel recommendations or employment of professional personnel
    - b. Employment of professional personnel (Information) 284
    - c. Employee resignations and retirements 297
    - d. Principal of Velasquez Elementary 303
  - 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
    - a. Land
  - 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
    - a. Discuss pending, threatened, or potential litigation, including school finance litigation
    - b. Any item listed on the agenda

**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 12th day of June 2014 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

  
Karen Vacek  
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 6<sup>th</sup> day of May 2014, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special 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, Julie Thompson, at 6:32 p.m.

**Members Present:**

Julie Thompson	President
Kay Danziger	Member
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	Member

**Members Absent:**

Rhonda Zacharias	Vice President
Frank Torres	Secretary

**Others Present:**

Thomas Randle	Superintendent
Mike Rockwood	Executive Director of Community Relations
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. AUDIENCE TO PATRONS**

None

**3. ACTION ITEMS**

**3. A GOAL: PLANNING**

**3. A-1 Review of Board Operating Procedures**

**Introduction**

A motion was made by Ms. Kaminski and seconded by Mr. Hakimzadeh to discuss the first submission on page 2 of 35 submitted by Ms. Kaminski in the Introduction of the Board Operating Procedures. It was moved by Ms. Danziger and seconded by Ms. Gonzales to amend the motion submitted in the introduction of the Board Operating Procedures to include Lamar CISD Board of Trustees regular meetings to be held on the third (3<sup>rd</sup>) Thursday of each month unless rescheduled by the Board. The motion carried unanimously as amended.

It was moved by Mr. Hakimzadeh and seconded by Ms. Thompson that the Board of Trustees approve the changes submitted by Mr. Hakimzadeh in the Introduction of the Board Operating Procedures.

Voting in favor of the motion: Ms. Hakimzadeh

Voting in opposition: Ms. Danziger, Ms. Kaminski, Ms. Gonzales, Ms. Thompson

The motion failed.

**Introduction Approved**

*The Board of Trustees is the corporate body elected by the voters of Lamar Consolidated Independent School District to govern and oversee the management of the District. This corporate body along with the Superintendent will function as a team of "TEAM of Eight" in the implementation of these Board Operating Procedures. The goal will be to provide open communication with the staff, patrons, business community, families, and students in Lamar CISD in a positive and welcoming atmosphere. The Lamar CISD Board of Trustees regular meetings will be held on the third (3<sup>rd</sup>) Thursday of each month unless rescheduled by the Board.*

**I. DEVELOPING BOARD MEETING AGENDA**

**A. Board Meeting Schedule**

**Developing Board Meeting Agenda**

It was moved by Mr. Hakimzadeh and seconded by Mr. Kaminski that the Board of Trustees consider approval of the submission made by Mr. Torres that the board president shall place an item on the agenda if the item is requested by four board members.

Voting in favor of the motion: Ms. Gonzales

Voting in opposition: Mr. Hakimzadeh, Ms. Danziger, Ms. Thompson, Ms. Kaminski

The motion failed.

**Minutes of the Special Board Meeting of May 6, 2014 – page 34**

It was moved by Ms. Hakimzadeh and seconded by Ms. Kaminski that the Board hire the Texas Association of School Boards (TASB) to revise the District's Board Operating Procedures.

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

Voting in opposition: Ms. Danziger, Ms. Thompson, Ms. Gonzales

The motion failed.

Mr. Hakimzadeh moved to readopt the Board Operating Procedures that the Honorary Board of Trustees used a few years ago. There being no copy of the procedures available, Mr. Hakimzadeh withdrew the motion.

**RECESS**

The Board recessed briefly.

**Developing the Board Agenda**

It was moved by Mr. Hakimzadeh and seconded by Ms. Kaminski that the Board of Trustees discuss the Board Meeting Schedule, Parliamentary Procedure and Developing the Board Agenda as submitted by Ms. Kaminski and Mr. Hakimzadeh. Mr. Hakimzadeh withdrew the motion with the consensus of the Board.

It was moved by Ms. Danziger and seconded by Ms. Thompson that the Board of Trustees maintain the current board operating procedure requiring only three board members to approve a request from a board member to have an item placed on the agenda for action or discussion.

Mr. Hakimzadeh stated that he thought this meeting was a workshop to discuss the submissions but approve them at a later date. Ms. Thompson replied that this meeting was posted as a Special Board Meeting, not a workshop. She explained that each board member has had the opportunity to submit suggestions for changes to the Board Operating Procedures. The submissions will be discussed briefly tonight and if there is a motion and a second to approve any of the items, a vote will be taken.

Voting in favor of the motion: Ms. Danziger, Ms. Thompson, Ms. Kaminski

Voting in opposition: Mr. Hakimzadeh

Abstained: Ms. Gonzales

The motion carried.

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees submit the Board Operating Procedures along with the actions taken tonight to be included and forwarded to a TASB representative along with the full text of the document reviewed tonight and allow a TASB representative to intermingle the ideas and concepts that are within the document to produce one document that can be reviewed in its entirety.

Voting in favor of the motion: Ms. Danziger, Ms. Thompson, Ms. Gonzales, Ms. Kaminski

Voting in opposition: Mr. Hakimzadeh

The motion carried.

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

The Board did not convene in Closed Session.

**RECONVENE IN OPEN SESSION**

**ADJOURNMENT**

The meeting adjourned at 8:25 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Julie Thompson**  
President of the Board of Trustees

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**Kay Danziger**  
Secretary of the Board of Trustees

**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 13<sup>th</sup> day of May 2014, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special 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, Julie Thompson, at 6:32 p.m.

**Members Present:**

Julie Thompson	President
Rhonda Zacharias	Vice President
Anna Gonzales	Member
Dar Hakimzadeh	Member

**Members Absent:**

Frank Torres	Secretary
Kay Danziger	Member
Kathryn Kaminski	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

**BUSINESS TRANSACTED**

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

**Minutes of the Special Board Meeting of May 13, 2014 – page 37**

**2. Discussion of May 15<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the May 15<sup>th</sup> Regular Board Meeting Agenda items.

**8. ACTION ITEMS**

**8. A GOAL: PLANNING**

**8. A-1 Elect Board Officers to Serve from May 2014 to May 2015**

Ms. Zacharias expressed an interest in running for president or vice president.

**8. A-7 Proposed November 2014 Bond Election**

Chief Financial Officer, Jill Ludwig, presented an overview of information that will be analyzed by the 2014 Bond Advisory Committee for inclusion in a November 2014 Bond Referendum.

**PROJECT OVERVIEW**

- New Construction
  - Elementary Schools
  - Middle School – Fulshear
  - Shell Space Build-out – Fulshear High School
- Upgrades/New Construction – Existing Facilities: Support Services
- Land
- Technology Needs
- Food Service Needs
- Transportation Needs

**8. A-15 Discussion and Action on Master Plan Principles**

Dr. Randle stated that as part of the planning process for a 2014 Bond Referendum the Board will review the Master Plan Principles that were formed in May of 2003 to effectively plan for a 2014 Bond.

**8. B GOAL: INSTRUCTIONAL**

**8. B-2 Consider Approval to Appoint the School Health Advisory Committee**

Under the direction of Senate Bill 1357 Section 28.004, the School Health Advisory Council, (SHAC) is a group of individuals representing segments of the community, who are appointed by the school district to provide advice to the district on coordinated school health programming and its impact on student health and learning. The committee is made up of school and community members.

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

The Board did not convene in Closed Session.

**RECONVENE IN OPEN SESSION**

**Action on Closed Session Items**

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

The Board adjourned at 7:16 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

\_\_\_\_\_  
**Julie Thompson**  
President of the Board of Trustees

\_\_\_\_\_  
**Kay Danziger**  
Secretary of the Board of Trustees



**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 15<sup>th</sup> day of May 2014 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, Julie Thompson, at 7:00 p.m.

**Members Present:**

Julie Thompson	President
Rhonda Zacharias	Vice President
Kay Danziger	Member
Anna Gonzales	Member
Dar Hakimzadeh	Member

**Members Absent:**

Frank Torres	Secretary
Kathryn Kaminski	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. AUDIENCE TO PATRONS**

Mr. Joseph Greenwell addressed the Board stating that the LCISD Board is dysfunctional with an obvious absence of leadership from the officers of the Board. The fact that a minimum of three board members must request to bring an agenda item before the Board is unacceptable. It should only take one duly elected representative of the people to bring an item before the board.

**4. RECOGNITIONS/AWARDS**

**b. TAEA State VASE Medalist (All State Art)**

Terry High School student, Juan Ortiz, was recognized as the 2014 Texas Art Educators Association medalist.

**a. Valedictorians and Salutatorians**

Lamar Consolidated High School: Mengjia Liu, Valedictorian  
Elena Montes, Salutatorian

Terry High School: Zoey Kramer, Valedictorian  
Emilee Martin, Salutatorian

Foster High School: Denise Irvin, Valedictorian  
Mallet Njonkem, Salutatorian

George Ranch High School: Mahak Mithani, Valedictorian  
Caryssa Burckart, Salutatorian

**5. APPROVAL OF MINUTES OF APRIL 15, 2014 REGULAR BOARD MEETING**

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of the April 15, 2014 Regular Board Meeting. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Zacharias reported the Technology Committee met and the items discussed are included in this agenda. More items will be presented in June. Information to be discussed in the committee meetings is distributed to the members for review on the Friday before the meeting.

There was an employee awards banquet held that several board members attended.

Several Board members attended the LEAF's Surf's Up event. It brought in \$85,000.

**Minutes of Regular Board Meeting of May 15, 2014 – page 41**

Ms. Gonzales attended the Elementary Honor Choir concert, a choir composed of all of the district's schools and they did an exceptional job.

Ms. Gonzales secured 5,000 free books that are available for elementary students to read over the summer.

Ms. Thompson participated in TASB's Legislative Advisory Council working with one hundred other Board representatives throughout the State to assist TASB in establishing the priorities for the next legislative agenda.

Ms. Zacharias reported that the Houston Chronicle made an assessment on schools within the area. Wertheimer Middle School was the only school in LCISD that received an A+ rating and there were many schools in our district that received an "A" rating. She complimented Ms. Nurre and her staff for doing an outstanding job.

**7. SUPERINTENDENT REPORTS**

- ❑ **Meetings and Events**
- ❑ **Information for Immediate Attention**
- ❑ **Introductions**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-3—8. A-14, 8. B-1 – 8. B-3, and 8. C-1 – 8. C-2**

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

**8. A GOAL: PLANNING**

**8. A-3 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**8. A-4 Approval of Budget Amendment Requests**

approved budget amendment requests as presented. (See inserted page 41-A.)

**8. A-5 Consider Designation of Patsy Schultz, RTA as Tax Assessor-Collector for Lamar CISD for the period of September 1, 2014 through August 31, 2015**

designated Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated Independent School District for the period September 1, 2014 through August 31, 2015. (See inserted pages 41-B—41-G.)

**8. A-6 Approval for 2014 Historic Site Exemption for the Kendleton Heritage Society**

approved the 2014 Historic Site Exemption for the Kendleton Heritage Society.

**8. A-7 Proposed November 2014 Bond Election**

reviewed and discussed the proposed November 2014 Bond Election

**8. A-8 Approval of Donations to the District, including, but not limited to:**

- a. Austin Elementary**
- b. Antoinette Reading Junior High School**
- c. Foster High School**
- d. Frost Elementary**

approved donations to the district.

**8. A-9 Consider Renewal of Asbestos Abatement and Mold Remediation Services**

approved the renewal of the contract with ARC Abatement for asbestos abatement and mold remediation services.

**8. A-10 Approval of Special Education Materials, Equipment, and Supplies**

approved all vendors who responded with complete and acceptable bid responses to the Special Education materials, equipment, and supplies bid.

**8. A-11 Approval of CenterPoint Terms and Conditions for the New Natatorium**

approved the CenterPoint Energy terms and conditions package for the installation of overhead and underground service to the Natatorium in the amount of \$17,309. (See inserted pages 42-A—42-F.)

**8. A-12 Approval of CenterPoint Terms and Conditions for the New Arredondo Elementary**

approved the CenterPoint Energy terms and conditions package for the installation of overhead and underground service to the new Arredondo Elementary and installation fee of \$14,707. (See inserted pages 42-G—42-L.)

**8. A-13 Approval of CenterPoint Easement for the New Arredondo Elementary**

approved the CenterPoint easement for the new Arredondo Elementary School site. (See inserted pages 42-M—42-Q.)

**8. A-14 Approval of Transportation Services for YMCA Summer Program**

approved an agreement with the YMCA for the Lamar CISD Transportation Department to provide bus transportation services for the YMCA summer program. (See inserted page 42-R.)

**8. B GOAL: INSTRUCTIONAL**

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

- a. Foster High, George Ranch High, and Lamar Consolidated High School Speech and Debate**

approved out-of-state travel for Foster High, George Ranch High, and Lamar Consolidated High Schools Speech and Debate finalists to travel to Overland Park, Kansas from June 15-20, 2014.

**b. George Ranch High School Theatre**

approved international travel for George Ranch High School Theatre to travel to Edinburgh, Scotland from July 29-August 11, 2015.

**c. George Ranch High, Lamar Consolidated High, Lamar Junior High, and Reading Junior High Schools CTE**

approved out-of-state travel for George Ranch High, Lamar Consolidated High, Lamar Junior High, and Reading Junior High schools Career Technical Education students to travel to Baltimore, Maryland from June 27-July 1, 2014.

**d. Reading Junior High School Band**

approved out-of-state travel for the Reading Junior High School band to travel to Chicago, Illinois from December 16-21, 2014.

**8. B-2 Approval to Appoint the School Health Advisory Committee**

appointed the School Health Advisory Committee for the 2014—2015 school year.

**8. B-3 Approval of New Courses for the 2014—2015 School Year**

approved the new course offerings provided to satisfy the requirements of House Bill 5, course sequencing, and to reflect the working agreement with the University of Texas for dual credit courses.

**8. C GOAL: TECHNOLOGY**

**8. C-1 Approval of Audio Visual Equipment and Installation Services**

approved Troxell Communications to provide projectors and installation services for Phase II of the refresh of district projectors.

**8. C-2 Approval of Security Camera Replacements**

approved purchase and installation costs for security camera replacements in the amount of \$38,113.42 from NetVersant Solutions.

**8. A-1 Elect Board Officers to Serve from May 2014 to May 2015**

**Board President**

Kay Danziger nominated Julie Thompson as board president of the Lamar CISD Board of Trustees.

Dar Hakimzadeh nominated Rhonda Zacharias as board president of the Lamar CISD Board of Trustees.

Voting in favor of Julie Thompson as board president: Ms. Danziger, Ms. Zacharias, Ms. Gonzales, Ms. Thompson

Voting in favor of Rhonda Zacharias as board president: Mr. Hakimzadeh

Ms. Thompson will serve as board president of the Lamar CISD Board of Trustees from May 2014 to May 2015.

**Board Vice President**

Julie Thompson nominated Rhonda Zacharias as board vice president of the Lamar CISD Board of Trustees. There were no other nominations. Ms. Zacharias will serve as board vice president from May 2014 to May 2015.

**Board Secretary**

Rhonda Zacharias nominated Kay Danziger as secretary of the Lamar CISD Board of Trustees.

Dar Hakimzadeh nominated Frank Torres as secretary of the Lamar CISD Board of Trustees.

Voting in favor of Kay Danziger: Ms. Zacharias, Ms. Thompson, Ms. Gonzales, Ms. Thompson

Voting in favor of Frank Torres: Mr. Hakimzadeh

Ms. Danziger will serve as secretary to the Board of Trustees from May 2014 to May 2015.

**8. A-2 Consider Authorization to Use Current Facsimile Plates**

It was moved by Ms. Zacharias and seconded by Ms. Danziger that the Board of Trustees authorize the use of the current Board approved signatures on all checks drawn on district accounts for the maximum of 90 days to allow the administration time to order new facsimile signature plates for the President of the Board, Julie Thompson, and the Secretary of the Board, Kay Danziger. The motion carried unanimously.

**8. A-15 Discussion and Action on Master Plan Principles**

It was moved by Ms. Danziger and seconded by Ms. Zacharias to approve the Master Plan Principles as written. Attorney Rick Morris clarified that the Board has already approved these Master Plan Principles so if the Board is satisfied with the way they exist, it is not necessary to have a motion; it was placed on the agenda if the Board had a desire to make any changes. It was with the consensus of the Board that Ms. Danziger withdrew the motion. No action taken.

**9. INFORMATION ITEMS**

**9. A GOAL: PLANNING**

**9. A-1 Community Eligibility Provision (CEP)**

**9. A-2 Lamar CISD Issuance of 2014A and 2014B Bonds**

**9. A-3 Tax Collection Report**

**9. A-4 Payments for Construction Projects**

**9. A-5 Region 4 Maintenance and Operations Update**

**9. A-6 Bond Update**

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

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

The Board adjourned to Closed Session at 7:47 p.m.

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

The Board reconvened in Open Session at 7:54 p.m.

**10. A-1(a) Approval of Personnel Recommendations or Employment of Professional Personnel**

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

**Employed**

Boarman, Stacy  
Davila, March

TBD  
7/1/2014

Assistant Principal  
Payroll Manager

Hubenak Elementary  
Brazos Crossing

**10. A-1(d) Consider Renewals for Late Hires**

It was moved by Ms. Gonzales and seconded by Ms. Zacharias that the Board of Trustees approve renewals for late hires. The motion carried unanimously. (See inserted page 46-A—46-B.)

**FUTURE AGENDA ITEMS**

Mr. Hakimzadeh recommended an item to rescind votes taken at the May 6, 2014 Special Board Meeting; no support

**ADJOURNMENT**

The meeting adjourned at 7:56 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

\_\_\_\_\_  
**Julie Thompson**  
**President of the Board of Trustees**

\_\_\_\_\_  
**Kay Danziger**  
**Secretary of the Board of Trustees**



**CONSIDER APPROVAL OF THE 2014-2015 AGREEMENT FOR EDUCATIONAL  
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2014-2015 school year.

**IMPACT/ RATIONALE:**

Funding to support educational services at the Detention Center is obtained from state compensatory education funds, foundation funds earned from attendance, special education funding, and Title I, Part D neglected/delinquent funds.

**PROGRAM DESCRIPTION:**

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 400 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that commit a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 14-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. Since it has worked well, the recommended agreement for the 2014-2015 school year is the same as the current one. It is attached for Board review.

Submitted by:           Dr. Walter Bevers, Executive Director Secondary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**THE STATE OF TEXAS**                   §  
   §  
**COUNTY OF FORT BEND**               §

**AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION**

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

**SECTION I**  
**DEFINITIONS**

For the purpose of this Agreement, the following terms shall mean:

1.01 BOARD Personnel - Student's Probation Officer, Detention Superintendent, Juvenile Supervision Officer, Chief Probation Officer.

1.02 Class Room -A designated room at the juvenile detention facility.

1.03 Eligible Children - Children from the ages of 10 through 17, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.

1.04 Home School -The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.

1.05 LAMAR Personnel - Teachers, Teachers Aide, Educational Diagnostician, Counselor, Instructional Specialist, Special Programs and Project Directors. Program Supervisors and Special Education Director,

1.06 Parent/Guardian Consent - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

1.07 Educational Services -teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, mathematics, science, social studies and living skills, and drug education.

1.08 Teacher - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.

1.09 Teachers Aide - A LAMAR classroom teachers aide meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County Juvenile Detention Facility.

## **SECTION II** **PURPOSE**

2.01 The purpose of this Agreement is to make educational services available to eligible children.

2.02 LAMAR intends to provide educational services to eligible children at no expense to the BOARD or LAMAR taxpayers.

## **SECTION III** **TERM**

3.01 The term of this Agreement shall commence in August 2014, and end in June 2015, unless sooner terminated as provided in this Agreement.

3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15 and renewal will be considered by LAMAR.

## **SECTION IV** **SERVICES PROVIDED BY LAMAR**

4.01 Services to be provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility.

4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.

4.03 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend County Juvenile Detention Facility:

- A. Teachers
- B. Teachers Aide
- C. Special Counselors

D. Educational Diagnosticians

E. (Instructional Specialists) Program Supervisors

F. (Special Programs and Projects Director) Special Education Director

4.04 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in LAMAR CISD.

4.05 In providing educational services, LAMAR will use District textbooks, materials, and assignments, unless they are provided by the home school for short-term placements.

4.06 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.

4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately and crisis can be prevented.

4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.

4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.

4.10 LAMAR personnel will communicate with the student's home school to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.

## **SECTION V**

### **RESPONSIBILITIES OF THE BOARD**

5.01 The BOARD, acting by and through its juvenile probation officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.

5.02 The BOARD, acting by and through its juvenile probation officer, will provide responsible BOARD personnel in the following order:

A. Student's Probation Officer

B. Detention Superintendent

C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its juvenile probation officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal

laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

5.04 The BOARD, acting by and through its probation officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

A. Minimum of one (1) juvenile supervision officer present at all times.

B. Class to take place in the classrooms and multi purpose room.

5.05 The BOARD, acting by and through its detention superintendent, will provide for student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its detention superintendent, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.

5.07 To the extent possible, the BOARD, acting by and through its detention superintendent, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.

5.08 The BOARD, acting by and through its juvenile probation officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

5.09 If a student is to remain in detention after their detention hearing, the probation officer or representative will notify LAMAR personnel so necessary District enrollment can take place.

5.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with Lamar CISD classroom rules and regulations. Detention Staff, at the request of the teacher, will remove those students not complying with classroom rules.

## **SECTION VI** **DATA PRIVACY**

6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

6.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

## **SECTION VII** **ASSIGNMENTS**

7.01 This Agreement is not assignable by any party.

**SECTION VIII**

**INDEPENDENT CONTRACTOR/NO CO--P ARTNERSHIP**

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD is not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION IX**  
**SEVERABILITY**

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

**SECTION X**  
**ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION XI**  
**SERVICES NOT PROVIDED FOR**

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this

Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.02 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

**SECTION XII**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

12.01 In providing all services pursuant to this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

**SECTION XIII**  
**NOTICE**

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

R. H. "Sandy" Bielstein  
Chairman of the Juvenile Board  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

Dr. Thomas Randle, Superintendent  
Lamar CISD  
3911 Avenue I  
Rosenberg, TX 77471

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY  
JUVENILE PROBATION BOARD**

By: \_\_\_\_\_  
Judge R. H. "Sandy" Bielstein, Chairman

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

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Thomas Randle, Superintendent

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



**CONSIDER APPROVAL OF THE 2014-2015 MEMORANDUM OF UNDERSTANDING  
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A  
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School in Rosenberg during the 2014-2015 school year.

**IMPACT/RATIONALE:**

Since September 1, 1996 a county with a population greater than 125,000 is required to have a Juvenile Justice Alternative Education Program for expelled youth who are under the jurisdiction of the Juvenile Court. Fort Bend County Alternative School, operational since January 1995, preceded the mandate and this program meets the legislative requirements. The program is funded at \$7,000 per student for 40 students and Lamar, Needville, and Katy ISD's contribute to the Rosenberg program. Participating Districts recoup some of the costs through foundation state funds generated by attendance and contact hours and special education federal funds.

**PROGRAM DESCRIPTION:**

Lamar CISD has functioned as the fiscal agent for educational components of Fort Bend County Alternative School (FBCAS) since January 1995. In January 1997, FBCAS was expanded to include both a Rosenberg campus and a Sugar Land campus. Since that date, Lamar CISD has served as a fiscal agent for only the Rosenberg campus, a campus that educates students from Lamar CISD, Needville ISD, and a small portion of Katy ISD.

The Fort Bend County provides for the cost of the facility, drill instruction, a constable on site and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost effectively provided education and support services resulting in a high degree of success for students. Forty-Nine (49) students were served during the 2013-2014 school year.

The agreement is attached for Board review.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**MEMORANDUM OF UNDERSTANDING FOR JUVENILE JUSTICE**  
**ALTERNATIVE EDUCATION PROGRAM**

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR."

WHEREAS, Chapter 37 of the Texas Education Code requires the creation and operation of a Juvenile Justice Alternative Education Program, hereinafter referred to as "JJAEP", in Fort Bend County and such a JJAEP has been established; and

WHEREAS, NEEDVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "NISD", and KATY INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "KISD," are Member School Districts and who desire to continue participate JJAEP; and

WHEREAS, the parties hereto desire to continue the JJAEP currently in existence; and  
NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

**SECTION I**  
**DEFINITIONS**

For the purpose of this Agreement, the following terms shall mean:

- 1.01 BOARD Personnel - Eligible Student's Probation Officer, Youth Specialist, Program Director, Chief Probation Officer, Site Administrator
- 1.02 Classroom -Designated rooms at the JJAEP facility located at 3403 Avenue F, Rosenberg, Texas.
- 1.03 Eligible Students – Students who have been expelled from school pursuant to the terms of Chapter 37 of the Texas Education Code from a Member School District.
- 1.04 LAMAR Personnel - Teachers, Teachers' Aide, Educational Diagnostician, Counselor and Administrator(s).
- 1.05 Home School District-The school district where Eligible Students would ordinarily attend school if not placed in the JJAEP, namely LAMAR, KISD and NISD.
- 1.06 Member School Districts- NISD, KISD, LAMAR.
- 1.07 Parent/Guardian Consent - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

- 1.08 Educational Services -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 Teacher - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County JJAEP.
- 1.10 Teachers' Aide - A LAMAR classroom teachers' aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

**SECTION II**  
**PURPOSE**

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students.

**SECTION III**  
**TERM**

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until it is replaced by a new agreement or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

**SECTION IV**  
**SERVICES PROVIDED BY LAMAR**

- 4.01 Services provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County JJAEP.
- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.
- 4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:
  - A. Teachers
  - B. Teachers' Aide

- C. Special Counselors
- D. Educational Diagnosticians
- E. Instructional Specialists
- F. Education Administrators/ Special Education Director

- 4.04 Prior to providing educational services to a student who is eligible for services under the IDEA, 504 or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.
- 4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.
- 4.06 Home School Districts will continue to be responsible for conducting all ARDS, LPACS and/or other meetings required by law.
- 4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the LAMAR school district.
- 4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.
- 4.09 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.
- 4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.
- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. Board personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."

**SECTION V**  
**RESPONSIBILITIES OF THE BOARD**

- 5.01 The BOARD, acting by and through its juvenile probation officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its juvenile probation officer, will provide responsible BOARD personnel in the following order:
- A. Eligible Student's Probation Officer
  - B. Youth Specialist
  - C. Site Administrator
  - D. JJAEP Program Director
  - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state time lines.
- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
  - B. Class to take place in the classrooms and shop area.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act

on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

**SECTION VI**  
**RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS**

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2014 to reserve a seat for the 2014-2015 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.
- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

**SECTION VII**  
**DATA PRIVACY**

- 7.01 The use or disclosure by any party of information concerning an Eligible Student in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited, except on written consent of such Eligible Student and/or his or her parents or guardian, or his/her attorney.
- 7.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

**SECTION VIII  
ASSIGNMENTS**

8.01 This Agreement is not assignable by any party.

**SECTION IX  
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

9.01 It is agreed by the parties that at all times and for all purposes hereunder, LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

9.02 It is agreed by the parties that at all times and for all purposes hereunder, BOARD personnel are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION X  
SEVERABILITY**

10.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

**SECTION XI  
SERVICES NOT PROVIDED FOR**

11.01 Services provided by LAMAR not specifically provided in this Agreement shall not be allowed by BOARD.

11.02 LAMAR shall not perform any work or furnish any materials not covered by this Agreement, unless approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.03 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

## **SECTION XII** **SHARING OF INFORMATION**

12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile criminal history record information regarding Eligible Students of LAMAR and the Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.

12.02 LAMAR and the Member School Districts shall, upon a Eligible Student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:

- (1) the student's name, date of birth, and grade level
- (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in the course);
- (3) notice of expulsion, where relevant
- (4) special education, Section 504 records and/or LPAC's, if any;
- (5) transcript;
- (6) the student's state assessment data, if applicable;
- (7) the student's previous year's attendance record;
- (8) the student's current attendance records, immunization records, and emergency contact information

12.03 Upon written request from the Member School District Superintendent, the BOARD shall provide the information including, but not limited to:

- (1) court ordered placing Eligible Student in the JJAEP



- (2) probation officer's name
- (3) offense for which Eligible Student is placed in JJAEP and the location of the offense;
- (4) length of time assigned to JJAEP
- (5) disposition of charges against Eligible Student
- (6) court order releasing Eligible Student from JJAEP; and
- (7) Notice of withdrawal from JJAEP.

- 12.04 Any juvenile criminal history information shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, "appropriate school personnel" is defined to include superintendent, principals, school psychologists, social workers, and counselors from a Member School District.
- 12.05 Juvenile criminal history information shall be kept confidential; in a secured area separate from Eligible Student's other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the Eligible Student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

**SECTION XIII**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

- 13.01 In conjunction with this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. LAMAR will insure that any state mandated testing processes required by TEA would be conducted as required as provided by state law. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

**SECTION XIV**  
**SUSPENSION OF STUDENTS**

- 14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders

Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:

- Having a positive drug test
- Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

## **SECTION XV** **NOTICE**

15.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Judge R. H. "Sandy" Bielstein  
Chairman of the Juvenile Board  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent  
Lamar CISD  
3911 Avenue I  
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Mr. Curtis Rhodes  
Superintendent  
P.O. Box 412  
Needville, TX 77461

Notice to KISD shall be delivered to: Mr. Alton Frailey  
Superintendent  
6301 South Stadium Lane  
Katy, TX 77494

**SECTION XVI**  
**ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

16.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY  
JUVENILE PROBATION BOARD**

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

Judge R. H. "Sandy" Bielstein, Chairman

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

**LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT**

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

Dr. Thomas Randle, Superintendent

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

APPROVED AS TO FORM AND SUBSTANCE:

**NEEDVILLE INDEPENDENT SCHOOL  
DISTRICT**

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

Curtis Rhodes, Superintendent

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

**KATY INDEPENDENT SCHOOL DISTRICT**

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

Alton Frailey, Superintendent

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

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION ON THE  
TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS**

**RECOMMEDATION:**

That the Board of Trustees approve the nomination of \_\_\_\_\_ for  
Position B on the Texas Association of School Boards (TASB) Board of Directors.

**IMPACT/RATIONALE:**

From July 3, 2014 to August 29, 2014, active member school boards may endorse a  
nominated individual from their TASB Region.

**PROGRAM DESCRIPTION:**

The TASB Board of Directors is charged with carrying out the policies established by  
the Delegate Assembly of the Association. The individual Director is expected to attend  
five meetings of the Board each year with one of the meetings being at the same time  
as the annual state convention in the fall. In addition, the Director will be asked to serve  
on a standing committee that will meet on an as-needed basis, normally in conjunction  
with a Board meeting.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT  
MARCH 2014 THROUGH MAY 2014**

**RECOMMENDATION:**

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2014.

**IMPACT/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 approval:



Dr. Thomas Randle  
Superintendent

**Lamar Consolidated Independent School District  
Quarterly Report of Investment Activity  
for the quarter ending May 31, 2014**

**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 March 1, 2014 through May 31, 2014.

**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, 2007, 2012, and 2014 issues are currently invested in Texpool Investment Pool. Proceeds of the 1998, 1999, 2007, 2008, 2012, and 2014 issues are invested in the Lone Star and the MBIA Texas CLASS Investment Pools. Proceeds of the 2007, 2008, 2012, and 2014 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 MAY 31, 2014**

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 May 31, 2014. Pertinent details at May 31, 2014 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	\$15,131,495,411	\$15,132,116,717	1.1075%

The weighted average maturity of the pool’s portfolio for May 2014 was 55 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	\$2,905,473,074	\$2,905,850,815	1.8361%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2014 was 55 days.

MBIA, Texas CLASS	1.00	\$2,905,339,334	\$2,905,430,578	.9078%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2014 was 55 days.

Texas Term, Daily Fund	1.00	\$1,252,118,327	\$1,252,112,482	2.2918%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for April 2014 was 55.1 days.

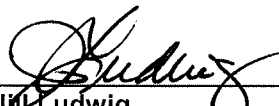
TexStar,	1.00	\$5,188,136,061	\$5,188,307,944	.9166%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2014 was 51 days.

**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 May 31, 2014. 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.**

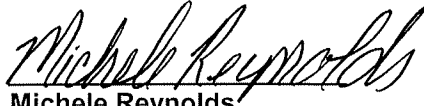
**Submitted by:**

  
 Jill Ludwig,  
 Chief Financial Officer

Date: 6/11/14

  
 Yvonne Dawson  
 Budget & Treasury Officer

Date: 6/11/14

  
 Michele Reynolds  
 Director of Finance

Date: 6/11/14



LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2014

	<u>3/31/14</u>	<u>4/30/14</u>	<u>5/31/14</u>
<b><u>DEMAND DEPOSIT ACCOUNT BALANCES<sup>1</sup></u></b>			
General Fund	(279,568)	(304,211)	2,996
Special Revenue Funds (Combined)	(1,685,584)	(1,013,783)	(1,700,923)
Debt Service Fund	152,880	152,738	147,830
Capital Projects Fund	30,475	30,470	30,475
Workmen's Compensation and Health Insurance Trust Funds	617,813	644,242	468,122
Trust and Agency Funds, excluding Student Activity Funds	34,671	34,671	34,671
Student Activity Funds	1,944,723	2,088,513	2,036,314
<b>Total Demand Deposits/Cash on Hand</b>	<b><u>815,410</u></b>	<b><u>1,632,640</u></b>	<b><u>1,019,485</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 MAY 31, 2014

INVESTMENT POOLS*	3/31/14	4/30/14	5/31/14
General Fund			
Texpool	109,735,022	97,003,678	84,412,106
Lone Star	2,615,784	2,615,875	2,615,963
Texas CLASS	15,332,589	15,333,789	15,335,028
Food Service Fund			
Texpool	3,746,717	3,446,813	3,946,887
Lone Star	90,426	90,429	90,432
Debt Service Fund			
Texpool	9,466,112	9,849,540	13,095,925
Lone Star	2,411	2,411	2,411
Texas CLASS	1	1	1
TexSTAR	3,513,474	3,513,663	3,513,665
Capital Projects Fund			
Texpool	22,707,351	22,707,977	64,457,078
Lone Star	22,084,735	22,085,501	49,919,001
Texas CLASS	11,038,431	11,039,295	11,040,187
TexasDaily	3,503,062	2,820,344	28,695,559
TexSTAR	2,628,786	2,563,319	44,038,363
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	2,187,401	1,665,345	1,563,261
Lone Star	720,350	720,375	720,399
Special Revenue Funds			
Texpool	53,203	53,205	53,206
Student Activity Funds			
Texpool	52,840	52,842	52,844
<b>Total Investment in Pools</b>	<b><u>209,478,695</u></b>	<b><u>195,564,322</u></b>	<b><u>323,552,316</u></b>
<b>Summary of Interest Earned by Month</b>			
Texpool	3,945	3,962	3,644
Lone Star	882	885	1,772
Texas CLASS	2,132	2,063	2,131
TexSTAR	227	190	1,108
Texas Term/Daily	149	93	970
<b>Total Interest Earned from Investment Pools</b>	<b><u>7,335</u></b>	<b><u>7,193</u></b>	<b><u>9,625</u></b>
<b>Average Yield by Month</b>			
Texpool	0.03	0.03	0.02
Lone Star	0.04	0.04	0.04
Texas CLASS	0.10	0.10	0.10
TexSTAR	0.04	0.04	0.03
Texas Term/Daily	0.04	0.04	0.04

\* See supplemental report attached for balances at May 31, 2014 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	3/1/14	DEPOSITS	WITHDRAWALS	3/31/14	DEPOSITS	WITHDRAWALS	4/30/14	DEPOSITS	WITHDRAWALS	05/31/14
General Fund										
Texpool	122,084,828	3,248,070	(15,597,876)	109,735,022	1,141,532	(13,872,876)	97,003,678	1,291,751	(13,883,323)	84,412,106
Lone Star	2,615,694	90	-	2,615,784	91	-	2,615,875	88	-	2,615,963
Texas CLASS	15,331,349	1,240	-	15,332,589	1,200	-	15,333,789	1,239	-	15,335,028
Food Service Fund										
Texpool	2,746,641	1,000,076	-	3,746,717	96	(300,000)	3,446,813	500,074	-	3,946,887
Lone Star	90,423	3	-	90,426	3	-	90,429	3	-	90,432
Debt Service Fund										
Texpool	8,767,931	698,181	-	9,466,112	383,428	-	9,849,540	3,913,873	(667,488)	13,095,925
Lone Star	2,411	-	-	2,411	-	-	2,411	-	-	2,411
Texas CLASS	1	-	-	1	-	-	1	-	-	1
TexSTAR	3,513,355	119	-	3,513,474	109	-	3,513,583	82	-	3,513,665
Capital Projects Fund										
Texpool	22,706,774	577	-	22,707,351	626	-	22,707,977	41,748,101	-	64,457,078
Lone Star	22,083,971	764	-	22,084,735	766	-	22,085,501	27,833,500	-	49,919,001
Texas CLASS	11,037,539	892	-	11,038,431	864	-	11,039,295	892	-	11,040,187
Texas Term/Daily	5,673,905	148	(2,170,991)	3,503,062	94	(682,812)	2,820,344	55,665,500	(29,790,285)	28,695,559
TexSTAR	3,494,906	108	(866,228)	2,628,786	81	(65,548)	2,563,319	41,748,791	(273,747)	44,038,363
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	2,104,460	822,941	(740,000)	2,187,401	822,944	(1,345,000)	1,665,345	822,916	(925,000)	1,663,261
Lone Star	720,325	25	-	720,350	25	-	720,375	24	-	720,399
Special Revenue Funds										
Texpool	53,202	1	-	53,203	2	-	53,205	1	-	53,206
Student Activity Funds										
Texpool	52,838	2	-	52,840	2	-	52,842	2	-	52,844
<b>Total Investment in Pools</b>	<b>223,080,553</b>	<b>5,773,237</b>	<b>(19,375,095)</b>	<b>209,478,695</b>	<b>2,351,863</b>	<b>(16,266,236)</b>	<b>195,584,322</b>	<b>173,527,837</b>	<b>(45,539,843)</b>	<b>323,552,316</b>

**CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

**RECOMMENDATION:**

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

**PROGRAM DESCRIPTION:**

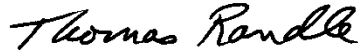
Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision-making.

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

- Ratification of May 2014 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 MAY 2014 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 May total \$18,311,099 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	12,026,861
614	Employee Benefits	385,325
621	Professional Services	7,527
623	Education Services Center	22,222
624	Contracted Maintenance and Repair Services	383,351
625	Utilities	125,295
626	Rentals and Operating Leases	343,563
629	Miscellaneous Contracted Services	557,775
631	Supplies and Materials for Maintenance and Operations	256,594
632	Textbooks and Other Reading Materials	179,929
633	Testing Materials	18,876
634	Food Service	499,824
639	General Supplies and Materials	875,981
641	Travel and Subsistence -- Employee and Student	153,898
649	Miscellaneous Operating Costs/Fees and Dues	458,688
659	Other Debt Services Fees	5,050
661	Land Purchase and/or Improvements	1,360
662	Building Purchase, Construction, and/or Improvements	1,666,366
663	Furniture & Equipment - \$5,000 or more per unit cost	142,088
131	Inventory Purchases	60,620
211	Accounts Payable	135,447
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	4,459
	<b>Total</b>	<b>18,311,099</b>

**PROGRAM DESCRIPTION:**

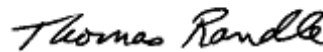
The report above represents all expenditures made during the month of May 2014 including purchasing card transactions from previous months. The detailed check information is available upon request.

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 MAY 31, 2014**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	113,628,243.00	113,055,080.00	(573,163.00)	99.5%
5800-STATE PROGRAM REVENUES	82,693,545.00	57,815,836.00	(24,877,709.00)	69.9%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	1,446,995.00	(623,005.00)	69.9%
<b>TOTAL- REVENUES</b>	<b>198,391,788.00</b>	<b>172,317,911.00</b>	<b>(26,073,877.00)</b>	<b>86.9%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	163,764,057.00	114,820,906.00	48,943,151.00	70.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,276,247.00	7,957,845.00	6,318,402.00	55.7%
6300-SUPPLIES AND MATERIALS	9,307,904.00	5,778,355.00	3,529,549.00	62.1%
6400-OTHER OPERATING EXPENDITURES	9,199,212.00	5,891,722.00	3,307,490.00	64.0%
6600-CAPITAL OUTLAY	755,230.00	323,675.00	431,555.00	0.0%
<b>TOTAL-EXPENDITURES</b>	<b>197,302,650.00</b>	<b>134,772,503.00</b>	<b>62,530,147.00</b>	<b>68.3%</b>

**Lamar CISD  
Local Investment Pools  
as of May 31, 2014**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	3,446,812.95	500,000.00	0.00	74.34	3,946,887.29
General Account	91,779,541.80	1,542,488.26	14,758,323.35	1,803.27	78,565,509.98
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	990,312.29	789,916.67	900,000.00	25.05	880,254.01
Debt Service Series 2004	38,740.01	0.00	0.00	0.83	38,740.84
Workmen's Comp	675,032.80	32,959.50	25,000.00	14.17	683,006.47
Property Tax	6,918,401.92	831,782.45	667,488.26	141.27	7,082,837.38
Vending Contract Sponsor	475,113.34	0.00	0.00	9.87	475,123.21
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	596,004.34	0.00	0.00	12.36	596,016.70
Debt Service Series 2007	2,503,153.33	0.00	0.00	51.92	2,503,205.25
Capital Projects Series 2005	667,184.47	0.00	0.00	13.88	667,198.35
Student Activity Funds	52,840.66	0.00	0.00	1.24	52,841.90
Taylor Ray Donation Account	9,982.18	0.00	0.00	0.31	9,982.49
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,204.50	0.00	0.00	1.11	53,205.61
Debt Service Series 2008	1,748,018.01	0.00	0.00	36.28	1,748,054.29
Powell Point Series 2003	19,360.50	0.00	0.00	0.31	19,360.81
Capital Projects 2012A	22,040,780.58	0.00	0.00	457.32	22,041,237.90
Debt Service 2012A	2,065,629.34	0.00	0.00	42.89	2,065,672.23
Debt Service 2012B	699,268.93	0.00	0.00	14.50	699,283.43
Capital Projects 2014A	0.00	27,000,000.00	0.00	560.23	27,000,560.23
Capital Projects 2014B	0.00	14,747,764.50	0.00	305.99	14,748,070.49
Debt Service 2014A	0.00	2,255,881.00	0.00	46.80	2,255,927.80
Debt Service 2014B	0.00	1,448,285.91	0.00	30.03	1,448,315.94

**Lone Star Investment Pool Government Overnight Fund**

Capital Projects Fund	5,017.54	0.00	0.00	0.17	5,017.71
Workers' Comp	720,374.52	0.00	0.00	24.35	720,398.87
Property Tax Fund	32,138.09	0.00	0.00	1.09	32,139.18
General Fund	2,586,145.85	0.00	0.00	87.42	2,586,233.27
Food Service Fund	90,430.03	0.00	0.00	3.06	90,433.09
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.16	0.00	0.00	0.02	700.18
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.79	0.00	0.00	0.01	383.80
Capital Projects 2008	36,816.99	0.00	0.00	1.24	36,818.23
Capital Projects 2012A	22,042,581.94	0.00	0.00	745.08	22,043,327.02
Capital Projects 2014A	0.00	18,000,000.00	0.00	588.47	18,000,588.47
Capital Projects 2014B	0.00	9,831,843.00	0.00	321.43	9,832,164.43

**MBIA Texas CLASS Fund**

General Account	15,333,787.13	0.00	0.00	1,239.29	15,335,026.42
Capital Project Series 1998	904.63	0.00	0.00	0.04	904.67
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	11,038,391.32	0.00	0.00	892.12	11,039,283.44

**TEXSTAR**

Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	1,508,988.95	0.00	0.00	35.00	1,509,023.95
Capital Projects Series 2008	2,562,563.38	0.00	19,550.88	59.16	2,543,071.66
Debt Service Series 2012A	1,934,559.29	0.00	0.00	44.81	1,934,604.10
Debt Service Series 2012B	4,771.59	0.00	0.00	0.05	4,771.64
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	65,264.03	0.00	0.00	1.50	65,265.53
Capital Projects 2014A	0.00	27,000,000.00	0.00	625.76	27,000,625.76
Capital Projects 2014B	0.00	14,747,764.50	254,196.25	341.35	14,493,909.60

**TEXAS TERM/DAILY Fund**

Capital Projects Series 2007	1,003,946.43	0.00	0.00	33.52	1,003,979.95
Capital Projects Series 2008	140.58	0.00	0.00	0.00	140.58
Capital Projects Series 2012A	1,816,257.36	0.00	1,352,772.00	44.35	463,529.71
Capital Projects Series 2014A	0.00	17,999,975.00	604,776.06	581.99	17,395,780.93
Capital Projects Series 2014B	0.00	9,831,818.00	0.00	310.19	9,832,128.19

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.02	\$3,643.97
LONE STAR ACCOUNT INTEREST	0.04	\$1,772.34
MBIA TEXAS CLASS ACCOUNT INTEREST	0.10	\$2,131.45
TEXSTAR ACCOUNT INTEREST	0.03	\$1,107.63
TEXAS TERM/DAILY ACCOUNT INTEREST	0.04	\$970.05
TOTAL CURRENT MONTH EARNINGS		\$9,625.44
EARNINGS 9-01-13 THRU 4-30-14		\$57,052.95
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$66,678.39

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**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



Pink Elementary School is requesting a budget change to allow Resource teachers to attend Region IV training.

199-11	Classroom Instruction	(210.00)
199-13	Curriculum and Instr. Staff Development	210.00

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Frost Elementary is requesting a budget change to pay for principal to attend TEPSA Conference.

199-13	Curriculum and Instr. Staff Development	(455.00)
199-23	School Leadership	455.00

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George Ranch High School is requesting two budget changes:

The first budget change is to purchase “The Crucial Conversations Training” toolkits for campus administrators.

199-12	Instructional Resources & Media Services	(430.00)
199-23	School Leadership	430.00

The second budget change is to pay campus administrators professional membership dues in Texas Association of Secondary School Principals.

199-12	Instructional Resources & Media Services	(511.00)
199-23	School Leadership	511.00

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The Fine Arts department is requesting two budget changes:

The first budget change is to cover travel expenses for the National Forensic League national tournament.

199-13	Curriculum and Instr. Staff Development	(4,452.00)
199-21	Instructional Leadership	(691.00)
199-36	Co-curricular/Extra-curricular Activities	5,143.00

The second budget change is to purchase supplies for UIL music contests.

199-52	Security and Monitoring Services	(934.00)
199-36	Co-curricular/Extra-curricular Activities	934.00

The Technology department is requesting two budget changes:

The first budget change is to purchase supplies for the Interact Academy.

199-51	Plant Maintenance & Operations	(1,620.00)
199-13	Curriculum and Instr. Staff Development	1,620.00

The second budget change is to purchase iPads and iPad cases for the Campus Instructional Technology Specialists.

199-53	Data Processing Services	(6,150.00)
199-13	Curriculum and Instr. Staff Development	6,150.00

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The Accelerated Language department is requesting a budget change to allow teachers to attend reading and math staff development in order to increase the academic skills in content areas for ELL students.

199-51	Plant Maintenance & Operations	(1,000.00)
199-13	Curriculum and Instr. Staff Development	1,000.00

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The Transportation department is requesting a budget amendment to increase the budget to purchase fuel, oil, supplies, and contracted services to do routine maintenance to buses over the summer.

199-34	Student Transportation	262,630.00
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**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve donations to the district.

**IMPACT/RATIONALE:**

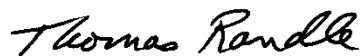
Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$2,500.

**PROGRAM DESCRIPTION:**

Madison Foundation donated \$10,000 to Common Threads.

Hutchison PTA donated \$26,700 to purchase and install three Promethean boards and purchase 24 laptops at Hutchsion Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER RENEWAL OF FLEET EQUIPMENT, SUPPLIES AND SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve the renewal for year two of the contract with all awarded vendors for the fleet equipment, supplies, and services bid.

**IMPACT/RATIONALE:**

Purchases of fleet equipment, supplies, and services are funded by local, federal grant, or bond fund budgets and allocated by the Transportation Department. This type of award is beneficial to the District because it allows the Transportation Department to competitively purchase a large variety of equipment, supplies, and services when exact needs cannot be specified or anticipated in advance. Any large aggregated purchases will be quoted separately to take advantage of volume discounts.

**PROGRAM DESCRIPTION:**

RFP #13-2013 provides the District with multiple vendor options for both equipment and supplies and for services. This bid established a discount from catalog or published price lists for a variety of fleet equipment and supplies. The categories included are as follows:

Body Parts	Chassis Parts	Electrical Parts
Engines	Transmissions	Chemicals and Fluids
Bus Monitoring Systems	Bus Wash Supplies	Miscellaneous Supplies

The Transportation Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation for the service vendors. Trade commodity categories were established and multiple vendors were awarded. Please refer to the attached 2013 RFP proposal summary for specific vendor information.

This bid was awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement commenced on June 19, 2013 after Board approval. It is the intent of the administration to renew this contract for year 2 and again in 2015 (for year 3) based on pricing and performance.

Submitted by:           Jill Ludwig, Chief Financial Officer  
                                   Robin Sheehan, Purchasing and Materials Manager  
                                   Isaac Davila, Director of Transportation

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
 Superintendent

**Bid Summary**  
**RFP No. 13-2013**  
**Fleet Equipment, Supplies and Services**  
**June 18, 2013**

**SUPPLIES**

Vendor	Body Parts	Chassis Parts	Electrical Parts	Engines	Transmissions	Chemicals and Fluids	Bus Monitoring Systems	Bus Wash Supplies	Miscellaneous Supplies
Batteries Plus Bulbs	No Bid	No Bid	25%-40%	No Bid	No Bid	No Bid	No Bid	No Bid	25%-40%
Beta Technology, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	5%	No Bid
Buffalo Alternator & Starter Co.	No Bid	No Bid	30%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Camacho Transmission Service, LLC	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid
Car Wash USA	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	5%	No Bid
Chalk's Truck Parts	50%	50%	50%	50%	50%	No Bid	50%	No Bid	50%, bus parts/supplies, excludes diagnostic tools
Communications & Emergency Products, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10%	No Bid	10%, 2-way radio EQ, lights, beacons, strobes
Davis Brothers Auto Supply #2	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%, parts incl. tractors, mowers, etc.
Finnegan Chrysler Jeep Dodge	15%	15%	15%	15%	15%	No Bid	No Bid	No Bid	15%, general auto parts
Fleet Pride	No Bid	0%	0%	0%	0%	0%	No Bid	No Bid	0%, tools, shop supplies
Fort Bend Hydraulics Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, hydraulic hoses, fittings, seals
G&K Services	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, shop towels, fender covers
Gilman Signs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, vehicle decals
Gulf Coast Paper Co. Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40%	40%, chemicals, wipers, gloves, etc.
Hydrotex	No Bid	No Bid	No Bid	No Bid	No Bid	15%	No Bid	No Bid	15%, oils, fluids, greases, chemicals
International Trucks of Houston	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	No Bid	No Bid	No Bid	No Bid
Interstate Batteries	No Bid	No Bid	30%	No Bid	No Bid	No Bid	No Bid	No Bid	30%, batteries
Jurado's Upholstery	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, bus seat vinyl
Lassetter-Lafour Equipment LP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Legacy Ford	30%	30%	30%	Cost + \$150.00	Cost + \$150.00	No Bid	No Bid	No Bid	No Bid
Longhorn Bus Sales	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	No Bid	0%-40%
Performance Truck	0%	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid
Reladyne/Pumpelly Oil Company	No Bid	No Bid	No Bid	No Bid	No Bid	25%-30%	No Bid	No Bid	25%-30%
Roy's Auto Repair, Inc.	No Bid	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid
Rush Bus Center, Houston	15%-57%	15%-57%	15%-57%	15%-57%	15%-57%	No Bid	15%-57%	No Bid	No Bid
Dick's Auto Electric	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Southwest Houston Tire Sales	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%
Tucker Truck Rental	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, \$29.95/day truck rental, 59 cents/mile
United School Bus Seat Service, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%-25%, bus seat covers & foam
Winzer USA	10%	No Bid	10%	No Bid	No Bid	10%	No Bid	10%	10%, fasteners, shop supplies
Zep Sales and Service	No Bid	No Bid	No Bid	No Bid	No Bid	25%	No Bid	25%	No Bid
Zurovec's Auto & Transmission Repair	0%	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid

**Bid Summary**  
**RFP No. 13-2013**  
**Fleet Equipment, Supplies and Services**  
**June 18, 2013**

**SERVICES**

	A&M Automotive	Camacho Transmission Service, LLC	Car Wash USA	Communications & Emergency Products, Inc.	Dick's Auto Electric	Finnegan Chrysler Jeep Dodge	Fort Bend Hydraulics Inc.	G&K Services	International Trucks of Houston	Jurado's Upholstery	Lassetter-Lafour Equipment LP	Legacy Ford	Longhorn Bus Sales
Paint and Body Repair-Bus-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	72.00/hr	No Bid	No Bid	38.00/hr	95.00/hr
Paint and Body Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	40.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	38.00/hr	No Bid
Electrical Trouble Shooting and Repair-Diesel Bus-labor only	No Bid	No Bid	No Bid	No Bid	495.00-795.00	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Electrical Trouble Shooting and Repair-Light Duty Vehicle labor only	No Bid	No Bid	No Bid	No Bid	65.00/hr	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Engine, Transmission, Chassis, and Exhaust Repair-Diesel Bus-labor only	No Bid	65.00 flat rate	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Light Duty Vehicle-labor only	No Bid	65.00 flat rate	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Engine Diagnostics-Diesel Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Engine Diagnostics-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Window/Windshield Replacement-Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	72.00/hr	No Bid	No Bid	No Bid	95.00/hr
Window/Windshield Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
State Vehicle Inspections-Bus-safety only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.50	No Bid	No Bid	14.50	No Bid
State Vehicle Inspections-Light Duty Vehicle/OBD II	No Bid	No Bid	No Bid	No Bid	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	No Bid	39.75	No Bid
A/C & Heating Repair-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	75.00/hr	No Bid	No Bid	No Bid	No Bid	75.00/hr	95.00/hr
Seat Repair/Replacement-Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	20.00/hr	No Bid	75.00/hr	95.00/hr
Seat Repair/Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Towing-Bus (flat fee)	225.00-350.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	500.00
Towing-Light Duty Vehicle (flat fee)	75.00 + \$4/mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	No Bid
Radio and Peripherals-All Radios in District Vehicles-labor only	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	No Bid	No Bid	95.00/hr
Bus Wash Maintenance/Repair-labor only	No Bid	No Bid	99.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Shop Towel Service (500 shop towels, 10 fender covers)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40.00	No Bid	No Bid	No Bid	No Bid	No Bid
Fuel Dispenser/Pumps-Maintenance-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Fuel Dispenser/Pumps-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Testing-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Maintenance-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Electronic Leak Detection System-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Waste Oil Removal/Disposal-pick up at any LCISD location-credit paid to LCISD \$/ga	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Used Tire Removal/Disposal-Scrap Tire Fee-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Used Tire Removal/Disposal-Casing Credit-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bus Monitoring Systems-Radio Engineering Inc. Camera Repair-labor only	No Bid	No Bid	99.00/hr	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Hydraulic Equipment-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tire Changer/Balance-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Material/Supplies</b>													
Material Cost Plus (general)	No Bid	No Bid	No Bid	Cost + 12%-22%	No Bid	No Bid	No Bid	No Bid	Up to \$250	Cost + 50%	Cost + 8%	Cost + 7%	No Bid
Specific Additional Materials: (list)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Other Service-Related Costs:</b>													
Service Call	No Bid	No Bid	No Bid	75.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Travel Time	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mileage	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**Bid Summary**  
**RFP No. 13-2013**  
**Fleet Equipment, Supplies and Services**  
**June 18, 2013**

**SERVICES**

	Performance Truck	Petroleum Marketing Equipment	Riverside Collision Inc.	Roy's Auto Repair, Inc.	Rush Bus Center, Houston	Southwest Houston Tire Sales	Speedy Sticker Stop Inc.	Strouhal Tire Recapping Plant, Ltd	Thermo Fluids, Inc.	Windshields Unlimited #1	Winfred's Glass Co.	Zurovec's Auto & Transmission Repair
Paint and Body Repair-Bus-labor only	62.00/hr	No Bid	44.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Paint and Body Repair-Light Duty Vehicle-labor only	45.00/hr	No Bid	32.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Electrical Trouble Shooting and Repair-Diesel Bus-labor only	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Electrical Trouble Shooting and Repair-Light Duty Vehicle labor only	No Bid	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Diesel Bus-labor only	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine Diagnostics-Diesel Bus	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine Diagnostics-Light Duty Vehicle	No Bid	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Window/Windshield Replacement-Bus	No Bid	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Window/Windshield Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	35.00/hr	35.00/hr	85.00/hr
State Vehicle Inspections-Bussafety only	No Bid	No Bid	No Bid	14.50	No Bid	No Bid	14.50	No Bid	No Bid	No Bid	No bid	No Bid
State Vehicle Inspections-Light Duty VehicleOBD II	No Bid	No Bid	No Bid	39.75	No Bid	No Bid	39.75	No Bid	No Bid	No Bid	No bid	No Bid
A/C & Heating Repair-Light Duty Vehicle	95.00/hr	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	85.00/hr
Seat Repair/Replacement-Bus	95.00/hr	No Bid	No Bid	No Bid	45.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Seat Repair/Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Towing-Bus (flat fee)	No Bid	No Bid	225.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Towing-Light Duty Vehicle (flat fee)	No Bid	No Bid	65.00	75.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Radio and PeripheralsAll Radios in District Vehicles-labor only	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Bus Wash Maintenance/Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Shop Towel Service (500 shop towels, 10 fender covers)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Fuel Dispenser/Pumps-Maintenance-labor only	No Bid	97.75/hr	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Fuel Dispenser/Pumps-Repair-labor only	No Bid	97.75/hr	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Testing-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage TanksMaintenance-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Repair-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Electronic Leak Detection System-Repair-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Waste Oil Removal/Disposalpick up at any LCISD location-credit paid to LCISD \$/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	.85/gal	No Bid	No bid	No Bid
Used Tire Removal/DisposalScrap Tire Fee-pick up at any LCISD location	No Bid	No Bid	No Bid	3.00/tire	No Bid	2.00-5.00/tire	No Bid	3.50-6.50/tire	No Bid	No Bid	No bid	No Bid
Used Tire Removal/DisposalCasing Creditpick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	10.00-70.00/tire	No Bid	70.00/tire	No Bid	No Bid	No bid	No Bid
Bus Monitoring SystemsRadio Engineering Inc. Camera Repair-labor only	No Bid	No Bid	No Bid	No Bid	45.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Hydraulic Equipment-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Tire Changer/Balance-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
<b>Material/Supplies</b>												
Material Cost Plus (general)	No Bid	No Bid	No Bid	Cost + \$5	Cost + 10%	No Bid	No Bid	No Bid	No Bid	Cost + 47%, windshields, glass	Cost + 50%, windshields, glass	No Bid
Specific Additional Materials: (list)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$25. Chlor-D-Tect Q4000 test kit	List price for mouldings, clips, fasteners	Laminated safety glass (flat) \$11/sq ft	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$30 for seal kits	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Rock chips cost \$40 for 1st, \$10 each add'l same visit	No Bid	No Bid
<b>Other Service-Related Costs:</b>												
Service Call	No Bid	52.75	No Bid	No Bid	85.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Travel Time	No Bid	75.00	No Bid	No Bid	35.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mileage	No Bid	1.25/mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**CONSIDER APPROVAL OF  
LOCAL FOOD AND CATERING SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded with complete and acceptable responses to the proposal for an annual contract for local food and catering services.

**IMPACT/RATIONALE:**

Purchases may be made for food and catering services from each campus or department's local funds. This type of award is beneficial to the District because it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

**PROGRAM DESCRIPTION:**


The intent of RFP #07-2014 is to establish an annual contract to qualified vendors for food, catering and delivery services. The categories included in this proposal are:

- |                                |                       |
|--------------------------------|-----------------------|
| Breakfast                      | Platters and Trays    |
| Boxed Lunches                  | Lunch/Dinner Specials |
| Beverages                      | Desserts              |
| Pizza & Pizza Related Products | Bakery Delicacies     |
| Pre-Prepared Food Items        |                       |

Purchasing is recommending an award to all vendors who submitted a completed proposal package regardless of discount and prices.

Submitted by: Jill Ludwig, Chief Financial Officer  
Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:

  
Dr. Thomas Randle  
Superintendent



## VENDORS WHO SUBMITTED A PROPOSAL:

1. 9er's Grill
2. All Stars Family Grill
3. Another Time Soda Fountain & Café
4. Ben's Chuck Wagon
5. Bob's Taco Station
6. Bull Creek Café
7. Bullritos
8. Chick-Fil-A
9. Cindy's Palace Banquet Hall
10. Firehouse Subs
11. Gringo's Mexican Kitchen
12. Italian Maid
13. Greatwood New York Pizzeria LLC
14. La Cosina
15. La Casona
16. Lenny's Sub Shop
17. Logan Farms
18. Lone Star Kolaches
19. McAlister's Deli
20. Mrs. C's Homestyle Catering
21. Old Main Street Bakery
22. Panera Bread
23. Papa Mex Express Mex Café
24. Papa John's Pizza
25. Papa J's Cookies
26. Pepperoni's Inc.
27. Safari Texas
28. Schulze's Bar-B-Que
29. Skeeter's Mesquite Grill
30. Subway
31. Sweet Tomatoes Restaurant
32. The Swinging Door
33. TG's To Go, LLC
34. Vincek's Smokehouse, Inc.
35. Witt's Catering Inc.

**Bid Summary**  
**RFP# 07-2014**  
**Annual Contract for Local Food and Catering Services**  
**June 17, 2014**

Vendor	Breakfast	Platters and Trays	Boxed Lunches	Lunch/Dinner Specials	Beverages	Desserts	Pizza & Related Products	Bakery Delicacies	Pre-Prepared Foods	Minimum Order	Delivery Charges	Setup Charges	Per Server Fee	Utensil Fee
9er's Grill*	Yes	Yes	No Bid	Yes	Yes	Yes	No Bid	No Bid	No Bid	100.00	0	25.00-50.00	8.00/Hr Per Server	0
All Stars Family Grill	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	No Bid	Per Menu	100.00	0	0	8.00/Hr Per Server	0
Another Time Soda Fountain & Café	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	No Bid	Per Menu	Per Menu	25.00	Negotiable	0	0	0
Ben's Chuck Wagon	Per Menu	Yes	Per Menu	Yes	No Bid	Yes	No Bid	Per Menu	No Bid	20.00-25.00	30.00	0	Negotiable	0
Bob's Taco Station	Yes	Yes	No Bid	Yes	Yes	No Bid	No Bid	No Bid	No Bid	15.00	3.00	20.00	10.00/Hr	0
Bull Creek Café	No Bid	No Bid	Yes	Yes	Yes	Yes	No Bid	No Bid	No Bid	100.00	Negotiable	0	40.00	0
Bullritos	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	0	0	0	0	0
Chick-fil-A*	Yes	Yes	Yes	No Bid	Yes	Yes	No Bid	No Bid	No Bid	150.00	0	0	0	0
Cindy's Palace Banquet Hall	Yes	No Bid	No Bid	Yes	Yes	Per Menu	No Bid	No Bid	No Bid	0-2000.00	0	0	0	0
Firehouse Subs	No Bid	Yes	Yes	Yes	Yes	Yes	No Bid	No Bid	No Bid	0-50.00	0	0	0	0
Gringo's Mexican Kitchen	No Bid	Yes	No Bid	No Bid	Yes	Per Menu	No Bid	No Bid	No Bid	0-100.00	Negotiable	18%	0	0
Italian Maid	Yes	Yes	Yes	Yes	Per Menu	Yes	No Bid	Yes	Per Menu	50.00	30.00	40.00	17.50/Hr Per Server	0
Greatwood New York Pizzeria LLC	No Bid	Yes	Per Menu	Yes	Per Menu	Yes	Yes	No Bid	No Bid	100.00	0	0	0	\$15.00 Per 100 People
La Cocina	Yes	No Bid	Yes	Yes	Yes	Yes	No Bid	No Bid	Yes	25.00-75.00	20.00	45.00	50.00	0
La Casona	Per Menu	Yes	No Bid	Yes	Yes	Yes	No Bid	No Bid	No Bid	50-100	0	0	50.00 Per Server	0
Lenny's Sub Shop	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	No Bid	Yes	25.00	5.00	0	0	0
Logan Farms*	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	Yes	No Bid	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Lone Star Kolaches	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	Yes	Yes	30.00	10.00-30.00	5.00	0	0-75.00
McAlister's Deli	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	No Bid	Yes	0	5.00	0	0	0
Mrs. C's Homestyle Catering	No Bid	Yes	Yes	Yes	Yes	Yes	No Bid	No Bid	Yes	20.00-100.00	0	0	0	0
Old Main Street Bakery	Per Menu	Per Menu	No Bid	No Bid	No Bid	Per Menu	No Bid	Per Menu	No Bid	25.00	Negotiable	0	0	0
Panera Bread	Yes	Yes	Yes	No Bid	Yes	Yes	No Bid	Yes	No Bid	50.00	8.00-50.00	0	0	0
Papa Mex Express Mex Café	Yes	No Bid	No Bid	Yes	Yes	Yes	No Bid	Yes	Yes	50.00-75.00	0	0	0	0
Papa John's Pizza*	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Yes	No Bid	No Bid	20.00	2.25	0	0	0
Papa J's Cookies	No Bid	No Bid	No Bid	No Bid	No Bid	Yes	No Bid	Yes	No Bid	100.00	12.00	8.00	0	0
Pepperoni's Inc.*	No Bid	Yes	Per Menu	Yes	Per Menu	No Bid	Yes	No Bid	No Bid	12.00	2.00	0	0	0
Safari Texas	Yes	Yes	Yes	Yes	No Bid	Per Menu	No Bid	No Bid	No Bid	100.00-150.00	Negotiable	Negotiable	75.00	3.50
Schulze's Bar-B-Que	Per Menu	No Bid	No Bid	Per Menu	No Bid	Yes	No Bid	No Bid	No Bid	75.00-900.00	0	0	0	0
Skeeter's Mesquite Grill	Yes	Per Menu	Yes	Yes	Yes	Per Menu	No Bid	No Bid	No Bid	50.00	0	0	0	0
Subway	Yes	Yes	Per Menu	Per Menu	Per Menu	Yes	Yes	Yes	No Bid	0-35.00	0-10.00	0-10.00	0	0
Sweet Tomatoes Restaurant	Per Menu	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	100.00	10.00-30.00	0	10.00/Hr	0
The Swinging Door	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	Per Menu	200.00	25.00	0	0	0
TG's To Go, LLC	Yes	Yes	No Bid	Yes	No Bid	Yes	No Bid	No Bid	No Bid	0	0	0	0	0
Vincek's Smokehouse, Inc.	Yes	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	No Bid	Per Menu	No Bid	Negotiable	0-25.00	0	0	0
Witt's Catering Inc.	Per Menu	Yes	Yes	Per Menu	Yes	Per Menu	No Bid	No Bid	No Bid	50.00-150.00	Negotiable	Negotiable	Negotiable	Negotiable

\* All LCISD area locations available

**CONSIDER APPROVAL OF NATATORIUM LOOSE POOL EQUIPMENT**

**RECOMMENDATION:**

That the Board of Trustees approve Progressive Commercial Aquatics to provide various loose pool equipment and installation for the new Natatorium in the amount of \$139,463.13.

**IMPACT/RATIONALE:**

The primary goal for the Request for Quote (RFQ) was the selection of a vendor to provide equipment and its assembly according to District specifications for the various loose pool equipment. The Maintenance and Operations Department worked with the Purchasing Department on specifications, evaluation, and award recommendation.

**PROGRAM DESCRIPTION:**

Purchasing compliance is established in advance of the RFQ by requesting quotes only from our awarded vendors under the Maintenance and Operations bids. The recommended vendor is an awarded vendor under LCISD Bid #37-2013 for M&O Supplies and LCISD Bid #38-2013 for M&O Services, as appropriate for these purchases. All funding is provided through the 2011 Bond Program.

Submitted by: Jill Ludwig, Chief Financial Officer  
Kevin McKeever, Administrator for Operations  
Robin Sheehan, Purchasing and Materials Manager  
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NATATORIUM LAUNDRY EQUIPMENT**

**RECOMMENDATION:**

That the Board of Trustees approve Scott Equipment, Inc. to provide laundry equipment and installation services for the new Natatorium in the amount of \$129,713.

**IMPACT/RATIONALE:**

The primary goal for the Request for Quotes (RFQ) was the selection of a vendor to provide equipment and installation according to District specifications for the laundry equipment. The Maintenance and Operations Department worked with the Purchasing Department on specifications, evaluation, and award recommendation.

**PROGRAM DESCRIPTION:**

Purchasing compliance is established in advance of the RFQ by requesting quotes only from cooperative and State contract awarded vendors. The recommended vendor is an awarded BuyBoard vendor under contract #428-13 appropriate for these purchases. All funding is provided through the 2011 Bond Program.

Submitted by: Jill Ludwig, Chief Financial Officer  
Kevin McKeever, Administrator for Operations  
Robin Sheehan, Purchasing and Materials Manager  
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NATATORIUM SCOREBOARD AND TIMING SYSTEM**

**RECOMMENDATION:**

That the Board of Trustees approve Daktronics, Inc. to provide the scoreboard and timing system for the new Natatorium in the amount of \$113,186.

**IMPACT/RATIONALE:**

The primary goal for the Request for Quote (RFQ) was the selection of a vendor to provide equipment and installation according to District specifications for the scoreboard and timing system. The Maintenance and Operations Department worked with the Purchasing Department on specifications, evaluation, and award recommendation.

**PROGRAM DESCRIPTION:**

Purchasing compliance is established in advance of the RFQ by requesting a quote only from a cooperative network vendor. The recommended vendor is an awarded vendor under TCPN R5195 as appropriate for these purchases. All funding is provided through the 2011 Bond Program.

Submitted by: Jill Ludwig, Chief Financial Officer  
Kevin McKeever, Administrator for Operations  
Robin Sheehan, Purchasing and Materials Manager  
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL FOR PARTICIPATION IN  
THE COMMUNITY ELIGIBILITY PROGRAM (CEP)**

**RECOMMENDATION:**

That the Board of Trustees approve Lamar CISD's participation in the Community Eligibility Program (CEP) at these designated campuses: Beasley, Bowie, Jane Long, Smith, Travis, Taylor Ray, Pink, Seguin, Jackson, and Meyer Elementary schools.

**IMPACT/RATIONALE:**

The campuses listed above meet the eligibility requirement for participation in the Community Eligibility Program. Under the CEP, it is anticipated that we will feed more students, have a positive impact on attendance, reduce behavior issues and nurse referrals, and achieve greater overall student success.

**PROGRAM DESCRIPTION:**

The Community Eligibility Provision is available to schools where the "directly certified" percentage is above 40%. "Direct Certification" means these families have been identified by the Texas Department of Human Services as receiving some form of assistance. Although alternate paperwork will be required to ensure proper classifications for accountability purposes, by participating in CEP, LCISD will be able to provide a free breakfast and free lunch to all students at the locations listed above without the need for families to submit applications for meal benefits and without the need for verifications while meals are being served.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF GUARANTEED MAXIMUM PRICE AMENDMENT  
TO THE CONTRACT WITH DRYMALLA CONSTRUCTION COMPANY**

**RECOMMENDATION:**

That the Board of Trustees approve guaranteed maximum price amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) for the construction of the new Churchill Fulshear, Jr. High, Dean Leaman Junior High, and Satellite Transportation Center Phase 2 in the amount of \$107,208,336.

**IMPACT/RATIONALE:**

PBK Architects, Inc. will be presenting the GMP amendment to the contract with Drymalla Construction Company. Drymalla Construction Company is the construction manager at risk for the construction of the new Churchill Fulshear, Jr. High, Dean Leaman Junior High, and Satellite Transportation Center Phase 2. Amendment will establish the GMP.

**PROGRAM DESCRIPTION:**

The 2011 Bond Referendum included the construction of the new Churchill Fulshear, Jr. High, Dean Leaman Junior High, and the Satellite Transportation Center Phase 2. At the regular board meeting on October 17, 2013 the Board approved Drymalla Construction Company as the Construction Manager at Risk for this project. Upon approval of the GMP, Drymalla Construction Company will begin the construction of the new Churchill Fulshear, Jr. High, Dean Leaman Junior High, and Satellite Transportation Center Phase 2.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

11 Greenway Plaza, 22nd Floor  
Houston, Texas 77046  
Toll-free: 1-800-938-7272  
Fax: 713-961-4571  
PBK.com

June 11, 2014

VIA: EMAIL



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

Re: GMP Recommendation  
New Churchill Fulshear Jr. High School and NewDean Leaman Junior High School and  
Satellite Transportation Facility Phase II  
Lamar Consolidated Independent School District  
PBK Project Number 13185/13186

Dear Mr. McKeever:

On Wednesday, May 14, 2014, Drymalla Construction Company, Inc. received sub-contractor and vendor proposals for the new Churchill Fulshear Jr. High School, the new Dean Leaman Junior High School, and the Satellite Transportation Facility Phase II in the Lamar Consolidated Independent School District.

Based on a thorough review and analysis of the submitted proposals, PBK hereby recommends acceptance of the Guaranteed Maximum Price as outlined by the attached letter dated June 9, 2014 from Drymalla Construction Company, Inc. in the amount of \$107,208,336.00 which is within the established project budget. This includes all work associated with the base proposal and alternates.

Alternate Number 1a: Automated Logic Controls in the amount of \$1,151,857.00  
Alternate Number 3a: Trane Chillers in the amount of \$650,958.00  
Alternate Number 6a: Evapco Cooling Towers in the amount of \$253,620.00

We would like to express our sincere thanks to you, the Board of Trustees, Dr. Randle and all of the Lamar Consolidated Independent School District staff for your assistance during the planning phase of this project. If you have any questions concerning this issue or our recommendation, please do not hesitate to contact us.

If you have any questions concerning the proposed guaranteed maximum price or our recommendations for acceptance, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Blan'.

Rick Blan, AIA, LEED AP  
Partner

Cc: Ed Bailey, Gilbane  
Stefanie Roberts, Gilbane  
Betty Chapman, PBK  
Lorin Y. Pargoud, PBK



# DRYMALLA

Construction Company

June 9, 2014

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

Attn: Dr. Thomas Randle  
Superintendent

Re: Guaranteed Maximum Price for Churchill Fulshear High School, Dean Leaman Junior High School and Satellite Transportation Center Phase 2.

Dear Dr. Randle:

Drymalla Construction Company, Inc., is pleased to present a Guaranteed Maximum Price in the amount of One Hundred and Seven Million, Two Hundred and Eight Thousand, Three Hundred and Thirty-Six Dollars (\$107,208,336) for the construction of a new Churchill Fulshear High School, Dean Leaman Junior High School and Satellite Transportation Center Phase 2.

This proposal is based on 80% plans and specifications provided by PBK Architects dated April 15, 2014, Addendum #1 (April 30, 2014), Addendum #2 (May 1, 2014), Addendum #3 (May 7, 2014) and Addendum #4 (May 9, 2014).

Presented for review is a summary of the Guaranteed Maximum Price, itemized per Construction Specifications Institute Masterformat, Divisions 1 through 33.

Drymalla Construction takes pride in presenting this proposal and we appreciate the opportunity to become part of Lamar Consolidated ISD's construction team.

Sincerely,



Russell R. Klaus  
Vice President  
Drymalla Construction Company, Inc.

608 Harbert St PO Box 698 Columbus, Texas 78934 T979.732.5731 F979.732.3663

15255 Gulf Freeway Ste C126 Houston, Texas 77034 T281.442.2693 F281.442.3528

**Churchill Fulshear High School and Dean Leaman Junior High School  
Guaranteed Maximum Price Including Alternates 1A, 3A and 6A**

June 9,2014		Complete Project		High School, Field House & Transportation Center		Junior High School (only)	
		Total SF	581,434	HS SF	381,016	JH SF	200,418
Division	Summary- CSI Format	Unit Price	Value	Unit Price	Value	Unit Price	Value
1	Allowances	\$14.50	8,432,846	\$16.92	6,447,144	\$9.91	1,985,702
1	General Conditions	\$7.61	4,423,266	\$7.69	2,930,631	\$7.45	1,492,635
3	Concrete	\$19.06	11,080,007	\$18.31	6,975,389	\$20.48	4,104,618
4	Masonry	\$17.42	10,129,913	\$16.68	6,356,294	\$18.83	3,773,619
5	Steel	\$26.49	15,401,765	\$26.60	10,135,351	\$26.28	5,266,415
6	Carpentry	\$1.00	582,478	\$0.94	359,006	\$1.12	223,472
7	Thermal & Moisture	\$2.54	1,479,174	\$2.50	950,649	\$2.64	528,526
8	Doors & Windows	\$3.71	2,157,930	\$3.48	1,325,138	\$4.16	832,793
9	Finishes	\$15.04	8,745,484	\$14.21	5,415,725	\$16.61	3,329,760
10	Specialities	\$2.83	1,646,479	\$2.64	1,005,477	\$3.20	641,003
11	Equipment	\$4.29	2,497,160	\$5.12	1,952,589	\$2.72	544,572
12	Casework & Seating	\$3.95	2,297,349	\$4.16	1,583,987	\$3.56	713,362
14	Conveying Systems	\$0.26	152,667	\$0.22	85,625	\$0.33	67,042
22	Plumbing	\$8.08	4,700,701	\$8.02	3,054,602	\$8.21	1,646,099
22	Fire Sprinkler	\$1.59	925,000	\$1.61	614,000	\$1.55	311,000
23	Hvac	\$15.36	8,928,250	\$15.92	6,067,125	\$14.28	2,861,125
26	Electrical	\$19.27	11,204,893	\$20.90	7,962,201	\$16.18	3,242,692
32	Earthwork	\$7.00	4,069,258	\$6.64	2,529,717	\$7.68	1,539,541
32	Miscellaneous Site Work	\$5.21	3,028,301	\$4.95	1,886,854	\$5.70	1,141,447
33	Site Utilities	\$6.86	3,991,399	\$6.71	2,557,042	\$7.16	1,434,358
	Construction Manager's Fee	\$2.29	1,334,016	\$2.32	883,852	\$2.25	450,165
		\$184.39	107,208,336	\$186.55	71,078,394	\$180.27	36,129,943
<b>Guaranteed Maximum Price Including Alternates 1A, 3A and 6A</b>		\$ 184.39	\$107,208,336				



# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009 Exhibit A

## Guaranteed Maximum Price Amendment

### for the following PROJECT:

*(Name and address or location)*

LCISD-Churchhill Fulshear Jr. High School;  
LCISD-Dean Leaman Junior High School;  
LCISD-Satellite Transportation Center Phase 2

### THE OWNER:

*(Name, legal status and address)*

Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471  
Telephone: (832) 223-0000

### THE CONSTRUCTION MANAGER:

*(Name, legal status and address)*

Drymalla Construction Company, Inc.  
608 Harbert Street  
P.O. Box 698  
Columbus, Texas 78934-2812  
Telephone: (979) 732-5731

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Hundred and Seven Million, Two Hundred and Eight Thousand, Three Hundred and Thirty-Six Dollars (\$ 107,208,336 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide below or reference an attachment.)*

Reference Drymalla letter dated June 9, 2014 (attached)

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Alternate 1A, Alternate 3A and Alternate 6A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any: Reference attachment A.1.1.4  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
------	----------------

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference attachment A.1.1.5

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
CB	Supplement to the General Conditions for Construction A201-2007	April 15, 2014	1-32

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)*

Reference attachment A.1.1.7

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)*

Reference attachment A.1.1.7

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Agreement.)*

- Attachment A.1.1.9a – List of Addenda
- Attachment A.1.1.9b – Base Proposals Received/Recommended
- Attachment A.1.1.9b1 – Alternate Proposals Received/Recommended
- Attachment A.1.1.9c – Post Bid Clarification

**ARTICLE A.2**

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

- Phase 1 = July 1, 2016
- Phase 2 = July 18, 2016

Init.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

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User Notes:

(1902464120)

**CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT  
WITH REGION 4 EDUCATIONAL SERVICE CENTER**

**RECOMMENDATION:**

That the Board of Trustees approve an interlocal agreement with Region 4 Educational Service Center for facilities maintenance and operation administrative management services.

**IMPACT/RATIONALE:**

April 13, 2004 Lamar CISD entered into an agreement with Region 4 to provide facilities maintenance and operation administrative management services. This new two year interlocal agreement will have a monthly rate of \$17,917. Since 2004 the District has benefitted with Region 4's guidance in reorganization efficiencies and energy reduction projects reducing annual utility budgets.

**PROGRAM DESCRIPTION:**

Upon approval Region 4 Educational Service Center will continue to provide facilities maintenance and operation administrative management services. This term will be affective for twenty four (24) months.

Submitted by: J. Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## INTERLOCAL AGREEMENT

**Made by and between  
Lamar Consolidated Independent School District (LCISD) and Region 4 Education Service Center  
(Region 4 ESC)**

---

***FOR  
FACILITIES MAINTENANCE & OPERATION ADMINISTRATIVE MANAGEMENT SERVICES***

This Interlocal Agreement for “FACILITIES MAINTENANCE & OPERATION ADMINISTRATIVE MANAGEMENT SERVICES (“Agreement”) is made by and between LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“LCISD”) and REGION 4 EDUCATION SERVICE CENTER (“Region 4 ESC”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

### **PREMISES**

**WHEREAS**, Chapter 791 if the Texas Government Code authorizes governmental entities, including regional education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS**, regional education service centers may offer any service requested and purchased by any school district or campus in the state; and

**WHEREAS**, the Parties wish to enter into this Agreement to provide LCISD with “Facilities Maintenance & Operations Administrative Management Services;” and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

### **AGREEMENT**

#### I. Purpose

Lamar Consolidated Independent School District agrees to retain Region 4 Education Service Center and Region 4 ESC agrees to provide requested programs, services, labor, and resources to LCISD. Region 4 ESC shall perform such contractual services and responsibilities with reasonable care, skill, judgment, experience, and in a professional business-like manner.

## II. Term and Termination

### A. Term

This Agreement shall be effective as of September 01, 2014 (Effective Date”) and shall remain in effect for a twenty four (24) month period beginning on the effective date (“Term”).

### B. Termination

This Contract may be terminated prior to the expiration of the Term hereof as follows:

1. By LCISD upon 60 days’ notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
2. By mutual written agreement of the parties, upon sixty (60) days prior notice: or
3. By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

## III. Duties and Responsibilities

### A. Region 4 ESC

Pursuant to this Agreement, Region 4 ESC will provide the following:

1. One professional Director of Maintenance and Operations responsible for:
  - a. Direction and leadership to the overall daily operations and management functions of LCISD’s M&O department as per LCISD’s stated and approved “Policies and Procedures”
  - b. Continuous Energy Management Program oversight and assist with the implementation and continued improvement of the LCISD’s Energy Administrative Regulation,
  - c. Assist in the annual budget preparation of the department
  - d. Provide weekly and monthly department status reports as requested by LCISD
  - e. Monitoring the M&O staff development and employee training program conducive to the districts M&O functions
  - f. Personnel Management
    - i. Provide a written reprimand for those actions requiring disciplinary action
    - ii. Approval of timesheets and absence from duty requests
    - iii. Conduct annual employee evaluations
    - iv. Continue to evaluate all current job descriptions, classifications, duties, work schedules, and assign and reassign employees as necessary
2. One professional Assistant Director of Maintenance and Operations responsible for:
  - a. Performing M&O coordination functions as directed by the Director of M&O
  - b. Creating, submitting, tracking, and documenting completion/non-completion of all construction and renovation Warranty Adjustments for the district.
  - c. Assisting with reviewing and prioritizing daily work requests as needed



- d. Performing all other duties as assigned by the Region 4 Director of Maintenance & Operations
3. Provide professional maintenance, operations, and design/construction sustainability commissioning consulting support as needed and requested.
4. Providing assistance, when requested by LCISD's Administrator of Operations, to the District's current and future "Capital Improvement Bond Construction Programs" and coordinate/facilitate all design phase plan reviews with district M&O trade specialist representing the district's M&O interest
5. Work with the purchasing department to produce quality Requests For Proposals (RFP) that will provide quality service, materials, and supplies needed by the maintenance and operations department
6. Assist in the review of construction documents and plans for new construction and renovation projects and provide feedback and recommendations from a maintenance and operations viewpoint.
7. Evaluate the cleaning per FTE in the custodial department and re-organize according to standards acceptable to the district.
8. Attend construction/renovation design and review meetings as a liaison for the Maintenance and Operations Department.
9. Assist in coordinating the owner training required to be provided by the general contractor for maintenance and operations functions at the end of each project.
10. Provide contract administration for the contracts held by the maintenance and operations department.
11. Provide environmental training in the areas of asbestos and hazardous communications as needed

#### B. Lamar CISD Duties and Responsibilities

Pursuant to this Agreement, LCISD will provide the following:

1. Office space, storage space, and facilities including administrative equipment, computers, supplies, and utilities for Region 4 ESC management functions on District premises
2. Support staff assistance
3. District vehicle for in-district travel only
4. District communication equipment and/or devices for in-district use only
5. Quarterly performance evaluation and review of this agreement's status and progress

#### IV. Fees and Expenses

1. The annual fee for Region 4 ESC's services is Two Hundred Fifteen Thousand and Four Dollars (\$215,004.00).
2. Payment will be billed to LCISD based on a monthly draw schedule in equal payments of Seventeen Thousand Nine Hundred Seventeen Dollars (\$17,917) per month for the duration of this agreement.
3. LCISD will reimburse Region 4 ESC for, district approved, travel and lodging expenses (actual) for out-of-district functions attended by the Director and Assistant Director of Maintenance and Operations.
4. Future increases will be determined by the previous year's Consumer Price Index (CPI) and agreed upon by both parties.

## V. Miscellaneous Provisions

### A. Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

### B. Immunity as a Defense

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

### C. Notices

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

LCISD: Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471  
Phone:  
Fax:  
Attn: Dr. Thomas Randle, Superintendent of Schools

REGION 4 ESC: Region 4 Education Service Center  
7145 West Tidwell  
Houston, Texas 77092-2096  
(713) 744-6331 Phone  
(713) 744-0688 Fax  
Attn: Robert Zingelmann, Chief Financial Officer

### D. Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LCISD and Region 4 ESC, or any employee or agent of Region 4 ESC. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 4 ESC and any employee or agent of LCISD. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

E. Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Fort Bend County, Texas.

F. Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

G. Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

H. Agreement

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

I. Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

*This space intentionally left blank.*

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REGION 4 EDUCATION SERVICE CENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF BLANKET EASEMENT  
FOR THE NEW DISTRICT NATATORIUM**

**RECOMMENDATION:**

That the Board of Trustees approve the CenterPoint Energy blanket easement for the new District Natatorium.

**IMPACT/RATIONALE:**

CenterPoint Energy is requesting this easement to begin the construction of permanent electrical service to the new District Natatorium. This will provide the main underground electric service to the facility.

**PROGRAM DESCRIPTION:**

Upon approval CenterPoint Energy will begin design and construction of the permanent electrical service to the new District Natatorium.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**SHORT FORM BLANKET EASEMENT  
3-PHASE OVERHEAD AND UNDERGROUND**

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

STATE OF TEXAS            }  
  }            KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FORT BEND}

THAT, Lamar Consolidated Independent School District, a corporate political subdivision as authorized by the laws of the State of Texas, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 80.0-acre tract of land out of the J. W. Moore ¼ League, Abstract 61, in Fort Bend County, Texas, being the same property described in a deed from H. B. Stern, et ux. to Lamar Consolidated Independent School District, dated June 13, 1947 and filed for record under Volume 246, Page 101 in the Deed Records of Fort Bend County, Texas, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when the Easement Area falls within residential developments.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or

structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.



In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lamar Consolidated Independent School District

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (\_\_)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

**Given under my hand and seal of office** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

**ATTACHMENT  
AFFIDAVIT**

STATE OF TEXAS            }

COUNTY OF FORT BEND}

BEFORE me the undersigned authority on this day personally appeared

\_\_\_\_\_ the \_\_\_\_\_

of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 80.0-acre tract of land out of the J. W. Moore ¼ League, Abstract 61, in Fort Bend County, Texas, being the same property described in a deed from H. B. Stern, et ux. to Lamar Consolidated Independent School District, dated June 13, 1947 and filed for record under Volume 246, Page 101 in the Deed Records of Fort Bend County, Texas.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lamar Consolidated Independent School District

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name typed or printed

**SUBSCRIBED and SWORN** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

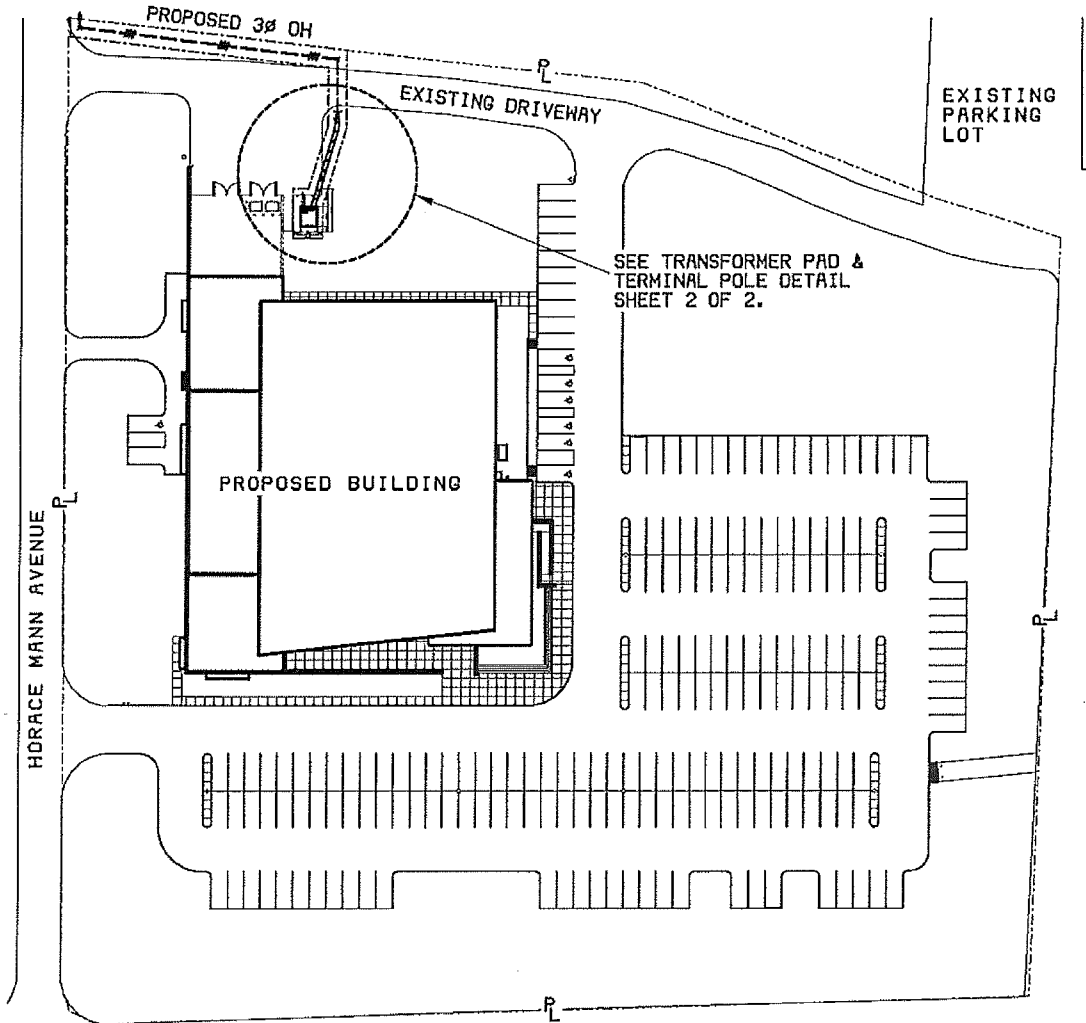
AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700

GENERAL LOCATION SKETCH

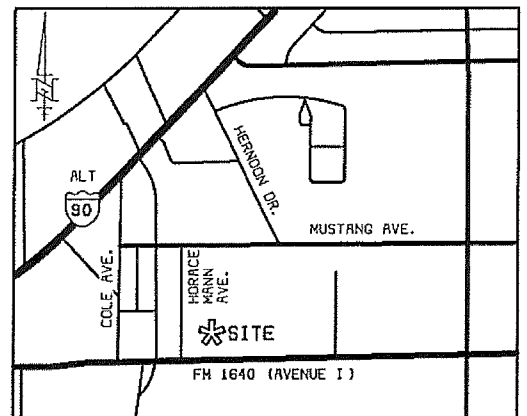
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4448	A3	605J	EXHIBIT "A"	N. T. S.	RE06	

LAMAR CONSOLIDATED I.S.D. (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS



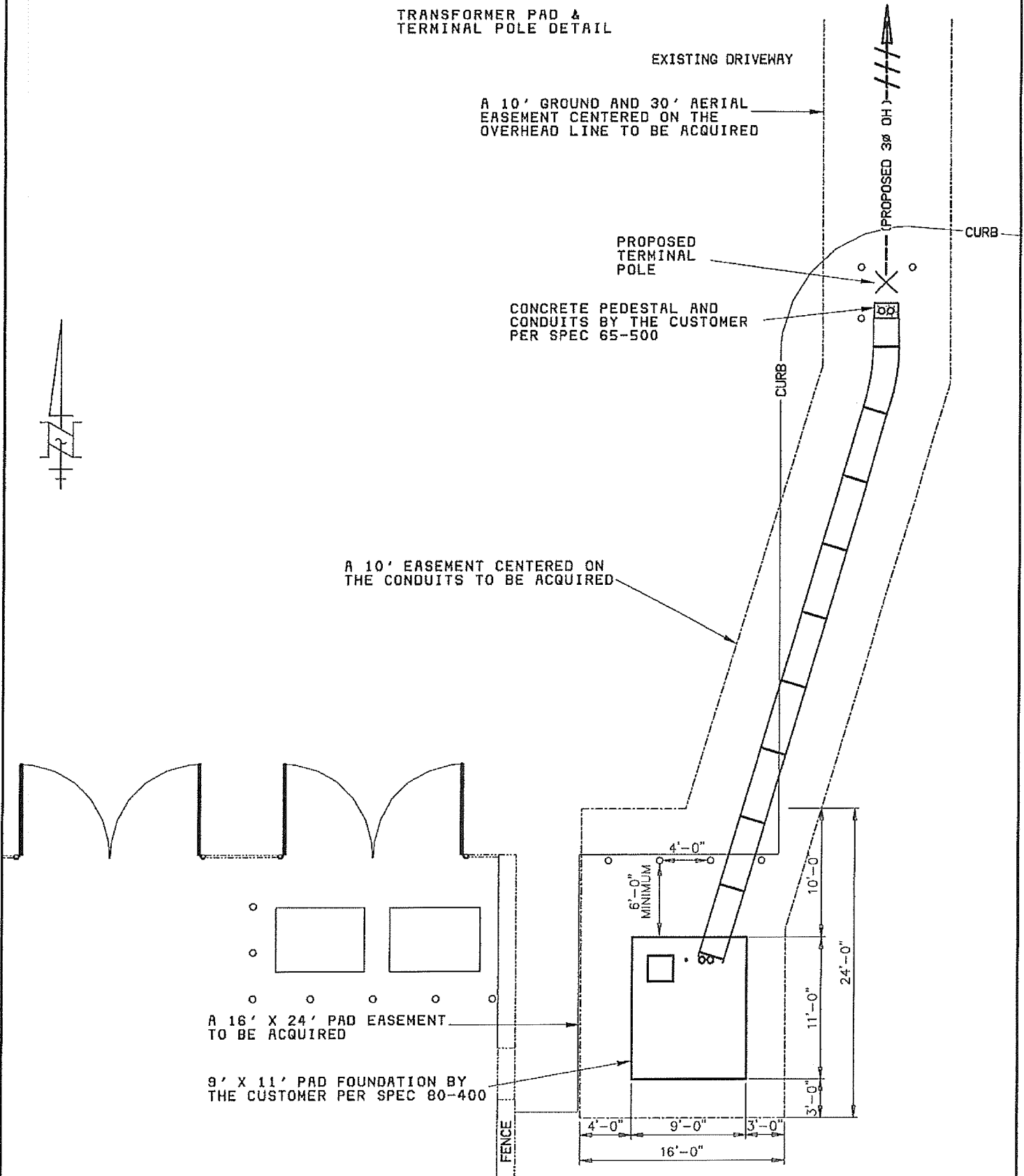
F. M. 1640 (AVENUE I)



GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4448	A3	605J	EXHIBIT "A"	N. T. S.	RE06	

TRANSFORMER PAD & TERMINAL POLE DETAIL



**CONSIDER APPROVAL OF BLANKET EASEMENT  
FOR THE NEW ARREDONDO ELEMENTARY**

**RECOMMENDATION:**

That the Board of Trustees approve the CenterPoint Energy blanket easement for the new Arredondo Elementary campus.

**IMPACT/RATIONALE:**

CenterPoint Energy is requesting this easement to begin the construction of permanent electrical service to the new Arredondo Elementary. This will provide the main underground electric service to the facility.

**PROGRAM DESCRIPTION:**

Upon approval CenterPoint Energy will begin design and construction of the permanent electrical service to the new Arredondo Elementary campus.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent





The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when the Easement Area falls within residential developments.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the

centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's

Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lamar Consolidated Independent School District

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( )he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said district.  
**Given under my hand and seal of office** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

**ATTACHMENT  
AFFIDAVIT**

STATE OF TEXAS            }

COUNTY OF                    }

BEFORE me the undersigned authority on this day personally appeared

\_\_\_\_\_ the \_\_\_\_\_

of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

Lamar CISD Elementary School No 23, a subdivision located in the Robert E. Handy Survey, Abstract 187, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20140065 of the Plat Records of said County and State.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lamar Consolidated Independent School District

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name typed or printed

**SUBSCRIBED and SWORN** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

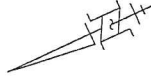
\_\_\_\_\_  
Commission Expires

AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700

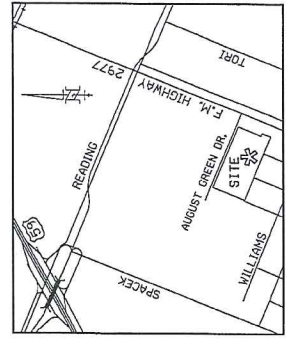
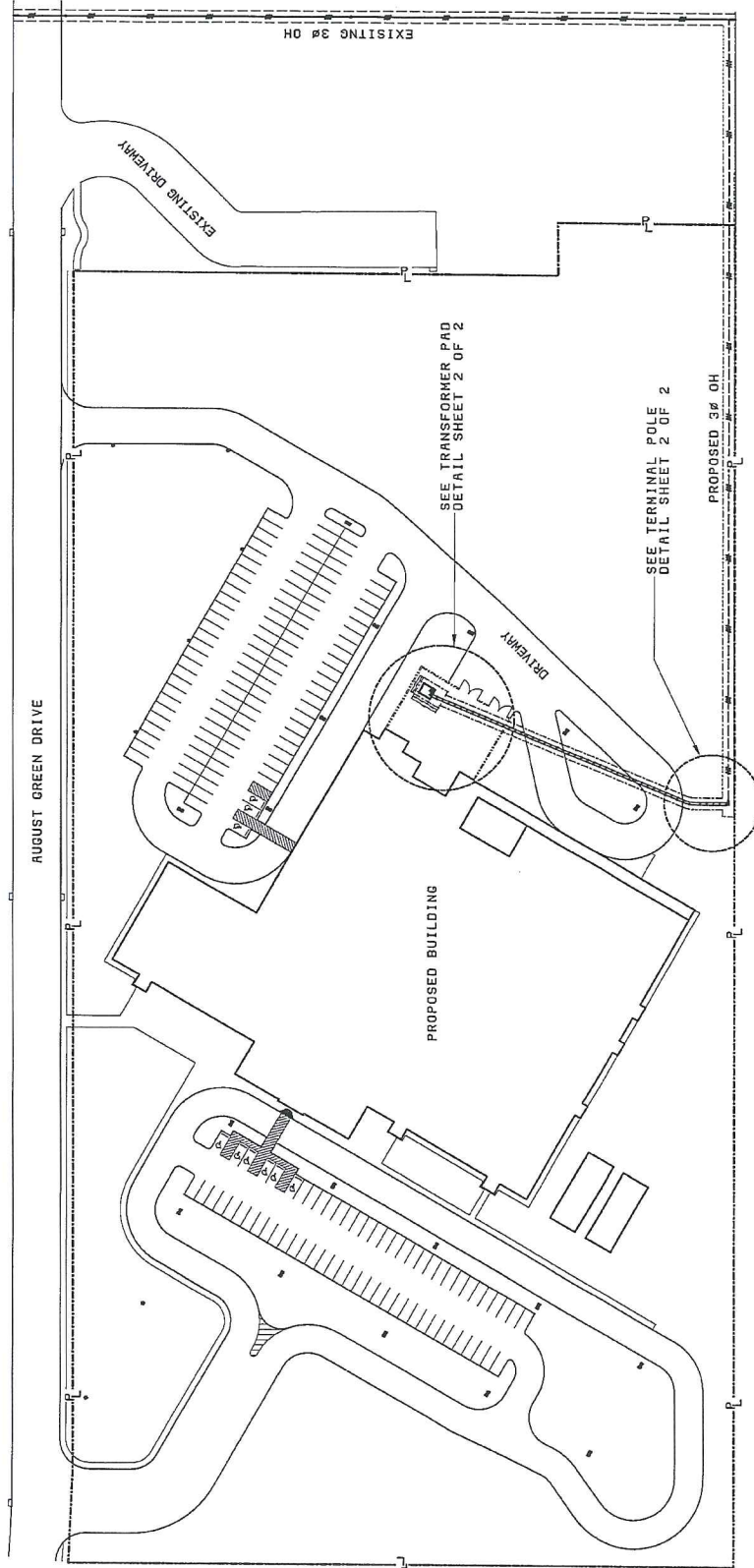


GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	SCALE	CIRCUIT	ORDER NO.
4447	B4	605Z	N. T. S.	CRB45	68795872
FUNCTIONAL LOCATION				EXHIBIT "A"	



LAMAR CONSOLIDATED, I.S.D. (CUSTOMER)  
 AND/OR ITS CONTRACTOR IS TO MEET ALL  
 PRELIMINARY DESIGN AND CONSTRUCTION  
 REQUIREMENTS FOR THE PROJECT PRIOR TO  
 CALLING (713) 207-6229

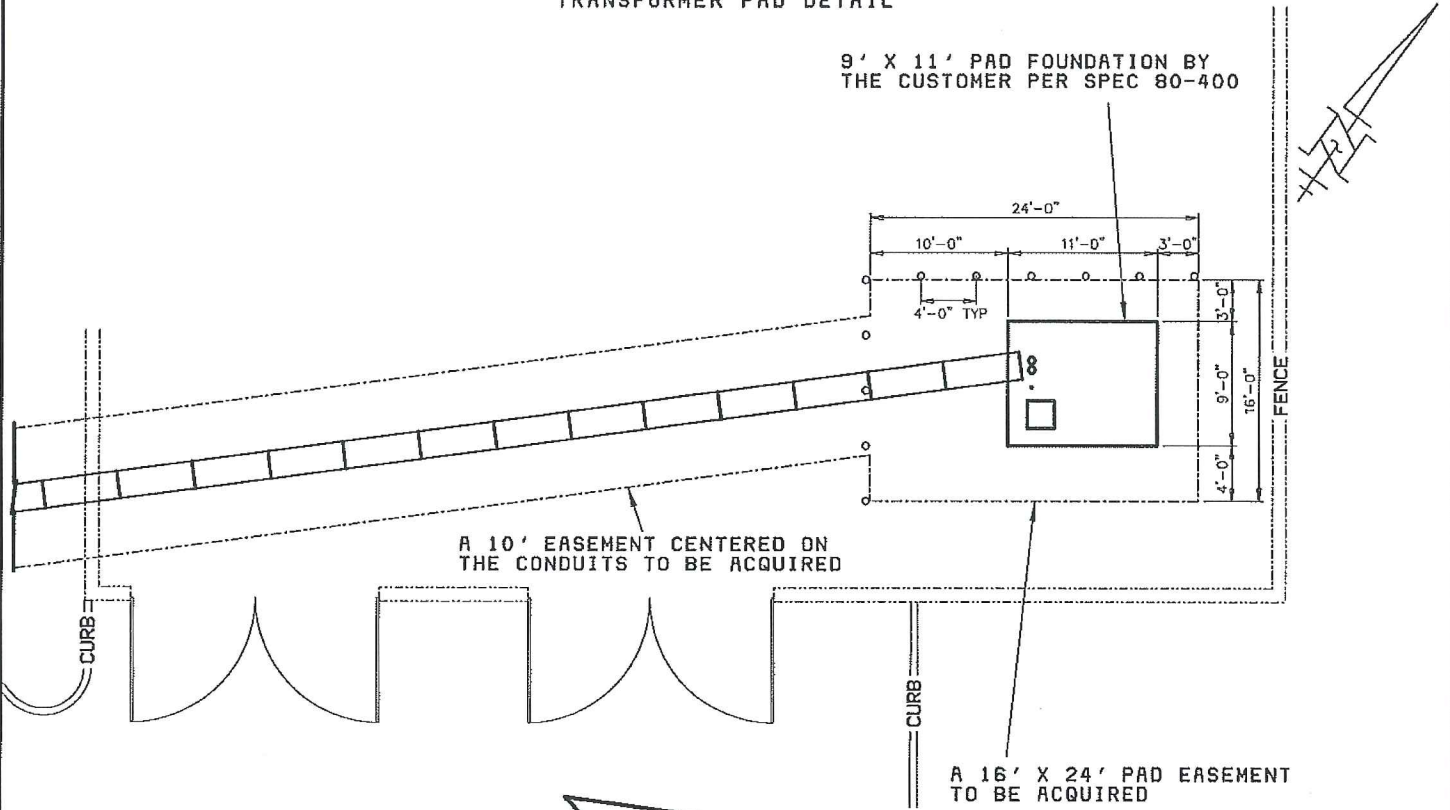


DETAIL SKETCH

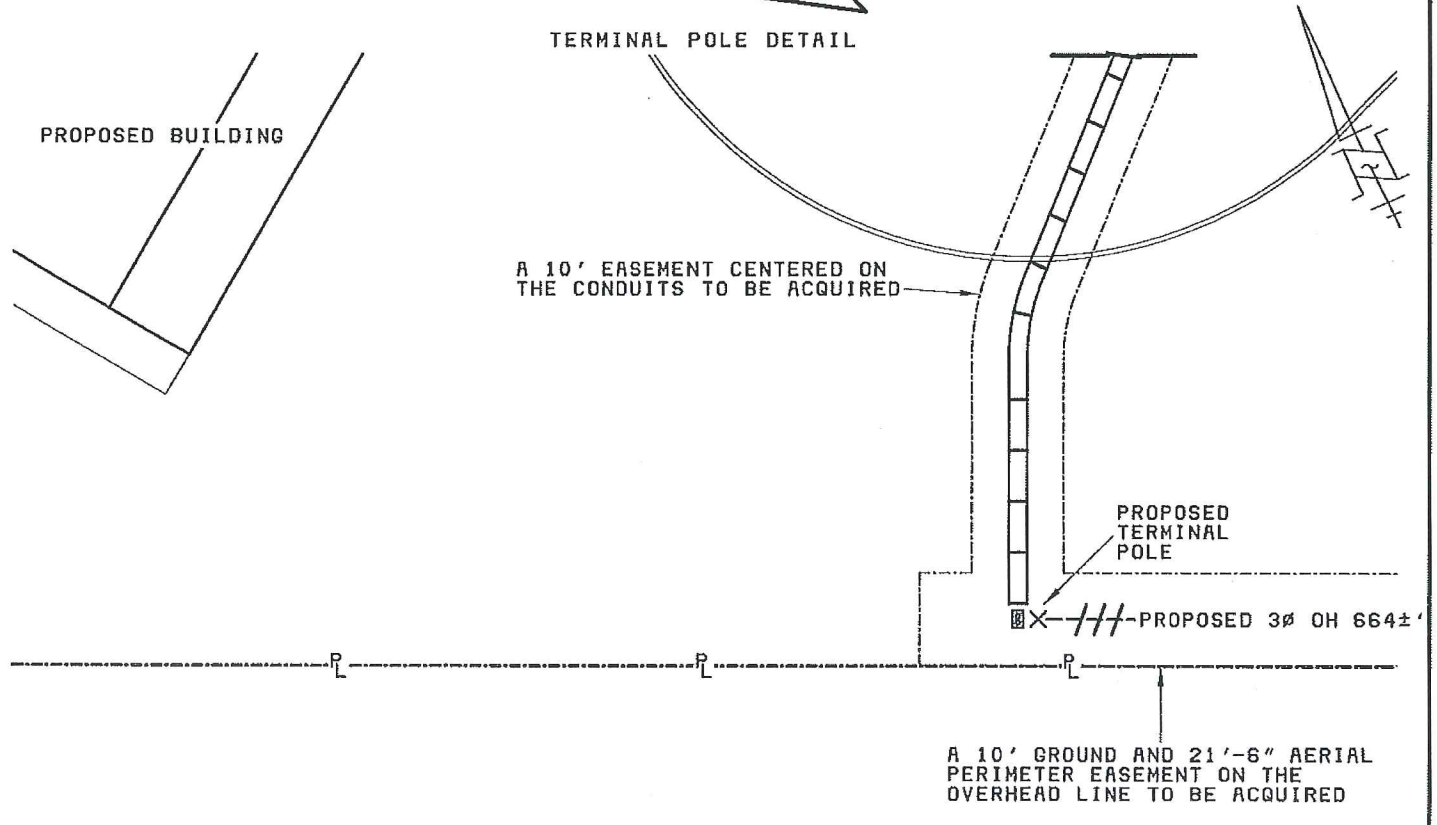
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4447	B4	605Z	EXHIBIT "A"	N. T. S.	CRB45	68795872

TRANSFORMER PAD DETAIL

9' X 11' PAD FOUNDATION BY THE CUSTOMER PER SPEC 80-400



TERMINAL POLE DETAIL





**CONSIDER APPROVAL OF CONSTRUCTION MATERIAL TESTING SERVICES  
FOR THE NEW DEAN LEAMAN JUNIOR HIGH**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for material testing services for the construction of the new Dean Leaman Junior High in amount of \$82,800.

**IMPACT RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Material Testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the new Dean Leaman Junior High School.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

June 9, 2014

Lamar Consolidated Independent School District  
Attn: Mr. J. Kevin McKeever  
3911 Avenue I  
Rosenberg, Texas 77471

Subject: Proposal for Construction Materials Testing Services  
Dean Leaman Junior High School  
NEC of FM 1093 and Bois D'Arc Lane Fulshear, TX 77441  
Lamar Consolidated Independent School District  
Terracon Proposal No. P92141107

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

## A) PROJECT INFORMATION

The site is located at the NEC of FM 1093 and Bois D'Arc Lane in Rosenberg, Texas. The project involves the construction of a new two (2)-story school building with an approximate footprint of 100,000 SF. The project will also include a football field. The building foundation structures will consist of drilled piers. The building slab on grade will be supported on 48 inches of select fill. The building superstructure will consist of structural steel framing and CMU walls.

The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with a stabilized subgrade.

Terracon was provided with the following construction documents for the preparation of this proposal:

- 80% Construction plans by PBK Architects dated April 15, 2014,
- Geotechnical Report No. 92145004 by Terracon Consultants, Inc. dated March 7, 2014, and
- Geotechnical Report No. 92145004 – Detention Pond by Terracon Consultants, Inc. dated March 26, 2014.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.



## B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project document.

### **Earthwork Observations and Testing:**

1. Sample select fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558).
2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### **Foundation Observations and Testing:**

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.

2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

**Reinforcing Steel Observation and Testing:**

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

**Cast-in-Place Concrete Observations and Testing:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

**Masonry Observation and Mortar and Grout Testing:**

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.

## Proposal for Construction Materials Testing Services

LCISD – New Dean Leaman Junior High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141107



3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

### **Structural Steel Observations and Testing:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

### **Fireproofing Observations and Testing:**

Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

### **Project Management/ Administration:**

1. A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

### **Special Inspections Letter:**

1. Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

**Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

**Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

**C) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

**Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

**Proposal for Construction Materials Testing Services**

LCISD – New Dean Leaman Junior High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141107



**D) COMPENSATION**

Based on the project information available for our review, we propose a budgetary cost estimate of **\$82,800**. Should a construction schedule become available, Terracon can provide a detailed cost estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "**as requested**" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

**E) SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**F) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**Proposal for Construction Materials Testing Services**

LCISD – New Dean Leaman Junior High School ■ Rosenberg, Texas  
June 9, 2014 ■ Terracon Proposal No. P92141107



**G) AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,  
Terracon Consultants, Inc.  
(TBPE Firm Registration No. F-3272)

A handwritten signature in black ink, appearing to read "S. Barber", with a long horizontal flourish extending to the right.

Sean P. Barber  
Project Manager  
Construction Services

Alfonzo Hernandez, P.E.  
Construction Services Manager

**Attachments:**

- (1) Agreement For Services
- (2) Schedule of Services and Fees



**LCISD – NEW DEAN LEAMAN JUNIOR HIGH SCHOOL  
SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING**

**Personnel**

Project Manager, per hour .....	\$ 110.00
Certified Welding Inspector (CWI), Environmental Technician II, per hour.....	\$ 90.00
Roofing Inspector, NDE Technician (Level I), Environmental Technician I, per hour .....	\$ 75.00
Engineering Technician, per hour.....	\$ 40.00

**Transportation**

Vehicle Charge (local, within Harris County), per trip .....	\$ 60.00
--	----------

**Reimbursable Expenses**

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

**Remarks:**

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

Our prices include up to five (5) copies of the report distributed and mailed in accordance with your instructions. Additional copies mailed at \$0.45 per page plus hourly charge.

**Concrete Tests**

Cylinder compression test (ASTM C-39), each .....	\$ 16.00
Beam flexural test (ASTM C-293 or C-78), each .....	\$ 50.00
Cube/prism compression test (ASTM C-109), each.....	\$ 25.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each .....	\$ 35.00

**Masonry Tests**

Compressive strength of masonry cube/cylinder (ASTM C-1019), each.....	\$ 25.00
Compressive strength of grout prism (ASTM C-1019), each.....	\$ 50.00

**LCISD – NEW DEAN LEAMAN JUNIOR HIGH SCHOOL  
SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING**

**Soils Laboratory Tests**

**Classification**

Moisture Content and visual classification, each .....	\$ 12.00
Atterberg limits (ASTM D-4318 Method A), each .....	\$ 55.00
Percent Passing No. 200 Sieve (ASTM D-1140), each .....	\$ 60.00
Sieve Analysis, each .....	\$ 60.00

**Compaction**

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each .....	\$ 165.00
ASTM D-698, method C, each .....	\$ 175.00
ASTM D-1557, method A & B, each .....	\$ 200.00
ASTM D-1557, method C, each .....	\$ 225.00

**Stabilization Evaluation**

Soil - Lime curve, 5 point PI vs. Lime content, each .....	\$ 300.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each .....	\$ 60.00

**Soils Field Services**

Technician time will be charged at the appropriate hourly rate plus:	
Nuclear density gauge, per trip .....	\$ 60.00

**Asphaltic Concrete Services**

Molding specimens (TEX 206F), set of 3 .....	\$ 75.00
Bulk specific gravity of lab molded specimens, set of 3 .....	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each.....	\$ 65.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each.....	\$ 120.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3 .....	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each.....	\$ 210.00
Asphalt Content and Gradation (Ignition Oven Method), each.....	\$ 210.00

**LCISD – NEW DEAN LEAMAN JUNIOR HIGH SCHOOL  
SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING**

**NDE Field Services**

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day .....	\$ 100.00
MT/LP consumables, per day .....	\$ 100.00
Minimum trip charge, personnel and equipment.....	\$ 460.00
Torque Wrench, per hour.....	\$ 50.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

**Sprayed Applied Fireproofing Materials**

Density by Displacement Method (ASTM E-605), each.....	\$ 25.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 25.00

**Remarks**

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD - Dean Leaman Junior High School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/09/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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

Consultant: **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **6/9/2014**  
 Name/Title: **Alfonzo Hernandez, P.E. / Construction Services Manager**  
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **ahernandez@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Julie Thompson / President**  
 Address: **3911 Avenue I Rosenberg, TX 77471**  
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
 Email: **mckeever@lcsid.org**

Reference Number: P92141107

**CONSIDER APPROVAL OF CONSTRUCTION MATERIAL TESTING SERVICES  
FOR THE NEW CHURCHILL FULSHEAR, JR. HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for material testing services for the construction of the new Churchill Fulshear, Jr. High in amount of \$134,800.

**IMPACT RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Material Testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the new Churchill Fulshear, Jr. High School.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



June 9, 2014

Lamar Consolidated Independent School District  
Attn: Mr. J. Kevin McKeever  
3911 Avenue I  
Rosenberg, Texas 77471

Subject: Proposal for Construction Materials Testing Services  
Churchill Fulshear Jr. High School  
NEC of FM 1093 and Bois D'Arc Lane Fulshear, TX 77441  
Lamar Consolidated Independent School District  
Terracon Proposal No. P92141106

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

## A) PROJECT INFORMATION

The site is located at the NEC of FM 1093 and Bois D'Arc Lane in Rosenberg, Texas. The project involves the construction of a new multi-story school building with an approximate footprint of 150,500 SF. The project will also include tennis courts with post tensioned slabs, baseball and softball fields and a track and field with a new field house with an approximate footprint of 34,000 SF. The buildings' foundation structures will consist of drilled piers. The slabs on grade will be supported on a minimum of 48 inches of select fill. The building superstructure will consist of structural steel framing and CMU walls.

The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with a stabilized subgrade.

Terracon was provided with the following construction documents for the preparation of this proposal:

- 80% Construction plans by PBK Architects dated April 15, 2014,
- Geotechnical Report No. 92145004 by Terracon Consultants, Inc. dated March 7, 2014, and
- Geotechnical Report No. 92145004 – Detention Pond by Terracon Consultants, Inc. dated March 26, 2014.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

## B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project document.

### **Earthwork Observations and Testing:**

1. Sample select fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558).
2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### **Foundation Observations and Testing:**

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.



## Proposal for Construction Materials Testing Services

LCISD – New Churchill Fulshear Jr. High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141106



2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

### **Reinforcing Steel Observation and Testing:**

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

### **Cast-in-Place Concrete Observations and Testing:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

### **Masonry Observation and Mortar and Grout Testing:**

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.

## Proposal for Construction Materials Testing Services

LCISD – New Churchill Fulshear Jr. High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141106



3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

### **Structural Steel Observations and Testing:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

### **Post-Tensioned Concrete Slabs:**

1. Terracon requests that a copy of the approved shop drawings be provided a minimum of two days prior to the date of the concrete placement. This is to allow us time to prepare a detailed spreadsheet with the calculated elongation tolerances and stressing pressures required.
2. Observe installed post tension cables and mild reinforcing steel prior to the concrete placement. Terracon recommends that this service be scheduled no later than the day prior to the concrete placement.
3. Observe the stressing sequence, and document the post tensioning forces and elongation measurements. This information will be provided to the structural engineer of record for review and approval. Terracon recommends that the contractor obtain final approval from the structural engineer prior to cutting the ends of the post tension cables.

### **Asphalt Pavement Observations and Testing:**

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum

## Proposal for Construction Materials Testing Services

LCISD – New Churchill Fulshear Jr. High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141106



specific gravity, and Hveem stability and density. One sample will be obtained for every 250 tons of asphalt placed each day.

2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.

### **Fireproofing Observations and Testing:**

Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

### **Project Management/ Administration:**

1. A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

### **Special Inspections Letter:**

1. Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

### **Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

## Proposal for Construction Materials Testing Services

LCISD – New Churchill Fulshear Jr. High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141106



### **Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

### **C) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

**Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

### **D) COMPENSATION**

Based on the project information available for our review, we propose a budgetary cost estimate of **\$134,800**. Should a construction schedule become available, Terracon can provide a detailed cost estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "**as requested**" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours

## Proposal for Construction Materials Testing Services

LCISD – New Churchill Fulshear Jr. High School ■ Rosenberg, Texas

June 9, 2014 ■ Terracon Proposal No. P92141106



worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

### E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

### F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

### G) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

**Proposal for Construction Materials Testing Services**

LCISD – New Churchill Fulshear Jr. High School ■ Rosenberg, Texas  
June 9, 2014 ■ Terracon Proposal No. P92141106



We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,  
Terracon Consultants, Inc.  
(TBPE Firm Registration No. F-3272)

A handwritten signature in black ink, appearing to read "S. Barber". The signature is fluid and cursive, with a long horizontal line extending to the right.

Sean P. Barber  
Project Manager  
Construction Services

Alfonzo Hernandez, P.E.  
Construction Services Manager

**Attachments:**

- (1) Agreement For Services
- (2) Schedule of Services and Fees

**LCISD – NEW CHURCHILL FULSHEAR JR., HIGH SCHOOL  
SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING**

**Personnel**

Project Manager, per hour .....	\$ 110.00
Certified Welding Inspector (CWI), Environmental Technician II, per hour.....	\$ 90.00
Roofing Inspector, NDE Technician (Level I), Environmental Technician I, per hour .....	\$ 75.00
Engineering Technician, per hour.....	\$ 40.00

**Transportation**

Vehicle Charge (local, within Harris County), per trip .....	\$ 60.00
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**Reimbursable Expenses**

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

**Remarks:**

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

Our prices include up to five (5) copies of the report distributed and mailed in accordance with your instructions. Additional copies mailed at \$0.45 per page plus hourly charge.

**Concrete Tests**

Cylinder compression test (ASTM C-39), each .....	\$ 16.00
Beam flexural test (ASTM C-293 or C-78), each .....	\$ 50.00
Cube/prism compression test (ASTM C-109), each.....	\$ 25.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each .....	\$ 35.00

**Masonry Tests**

Compressive strength of masonry cube/cylinder (ASTM C-1019), each.....	\$ 25.00
Compressive strength of grout prism (ASTM C-1019), each.....	\$ 50.00

**LCISD – NEW CHURCHILL FULSHEAR JR., HIGH SCHOOL  
SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING**

**Soils Laboratory Tests**

**Classification**

Moisture Content and visual classification, each .....	\$ 12.00
Atterberg limits (ASTM D-4318 Method A), each .....	\$ 55.00
Percent Passing No. 200 Sieve (ASTM D-1140), each .....	\$ 60.00
Sieve Analysis, each .....	\$ 60.00

**Compaction**

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each .....	\$ 165.00
ASTM D-698, method C, each .....	\$ 175.00
ASTM D-1557, method A & B, each .....	\$ 200.00
ASTM D-1557, method C, each .....	\$ 225.00

**Stabilization Evaluation**

Soil - Lime curve, 5 point PI vs. Lime content, each .....	\$ 300.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each .....	\$ 60.00

**Soils Field Services**

Technician time will be charged at the appropriate hourly rate plus:	
Nuclear density gauge, per trip .....	\$ 60.00

**Asphaltic Concrete Services**

Molding specimens (TEX 206F), set of 3 .....	\$ 75.00
Bulk specific gravity of lab molded specimens, set of 3 .....	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each.....	\$ 65.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each.....	\$ 120.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3.....	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each.....	\$ 210.00
Asphalt Content and Gradation (Ignition Oven Method), each.....	\$ 210.00



**LCISD – NEW CHURCHILL FULSHEAR JR., HIGH SCHOOL  
SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING**

**NDE Field Services**

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day .....	\$ 100.00
MT/LP consumables, per day .....	\$ 100.00
Minimum trip charge, personnel and equipment.....	\$ 460.00
Torque Wrench, per hour.....	\$ 50.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

**Sprayed Applied Fireproofing Materials**

Density by Displacement Method (ASTM E-605), each.....	\$ 25.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 25.00

**Remarks**

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD - New Churchill Fulshear Jr., High School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/09/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)



commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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

Consultant: **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **6/9/2014**  
 Name/Title: **Alfonzo Hernandez, P.E. / Construction Services Manager**  
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **ahernandez@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Julie Thompson / President**  
 Address: **3911 Avenue I Rosenberg, TX 77471**  
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
 Email: **mckeever@lcsisd.org**

Reference Number: P92141106

**CONSIDER APPROVAL OF ARCHITECT CONTRACT**

**RECOMMENDATION:**

That the Board of Trustees approve PBK Architects for the design of security vestibules at Lamar Consolidated High, Foster High, Briscoe Junior High, and George Junior High schools and allow the superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

Lamar Consolidated High, Foster High, Briscoe Junior High, and George Junior High are the last four schools that do not have a security vestibule at the front entrance. The funding for these projects will come from available bond funds for Lamar Consolidated High, George Junior High, and Foster High and general fund for Briscoe Junior High.

**PROGRAM DESCRIPTION:**

Upon approval PBK Architects will begin the design process for the security vestibules at Lamar Consolidated High, Foster High, Briscoe Junior High, and George Junior High.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CISD 2014 CITIZENS' BOND ADVISORY COMMITTEE RECOMMENDATION**

**RECOMMENDATION:**

That the Board of Trustees review the 2014 Citizens' Bond Advisory Committee recommendation for a bond referendum to be held during November 2014, as presented.

**IMPACT/RATIONALE:**

The 2014 Citizens' Bond Advisory Committee (CBAC) met on Tuesday, May 20 to begin developing a bond referendum recommendation to the Board for a November 2014 bond election. Additional meetings were also held on May 27 and June 3.

Throughout the process the CBAC received information on 2011 bond projects, demographic projections, financial scenarios and existing District/facility needs.

The 60-member CBAC—which included community members, staff and students—was first organized by table where consensus was initially reached. Next, all tables combined to develop a group recommendation. The CBAC recommendation is based on the latest demographic projections, facility capacity, current student enrollment numbers and needs of existing facilities. The committee also looked closely at both long and short term needs to accommodate the District's growth in a timely manner. Other points considered, included the Master Plan Principles, construction timelines, technology needs, transportation needs, food service needs, athletic and band facility needs, and land needs.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF VENDOR FOR CALLOUT AND NOTIFICATION SYSTEM**

**RECOMMENDATION:**

That the Board of Trustees approve Skyward's proposal and Software License Agreement for the Skylert Student Management Suite in the amount of approximately \$47,783 and authorize the Superintendent to negotiate the final contract.

**IMPACT/RATIONALE:**

The primary goal was the selection, implementation, and operation of a system that will meet the needs of the district for the next five years. Additionally, the objective was to select a vendor partner who will grow with the district's needs and provide functionality beyond the initial product life cycle period. The entire system should be implemented and necessary training completed by August 2014. The contract includes software, services, project management, maintenance, and support. The final contracted amount may differ slightly due to price breaks or additional features chosen by the district. This project will be funded from savings from the 2011 bond Skyward budget.

**PROGRAM DESCRIPTION:**

RFP 09-2014 was issued in May 2014, with two qualified responses and one no bid. The overall objective of the system is to effectively communicate student grades and attendance information, district, campus and teacher announcements, and emergency messages. Some key features include:

- Ability to send a message to thousands of recipients in minutes
- Send phone, email, and text messages.
- Ability to send messages from home, work, mobile phone, text Facebook and Twitter
- Easy Skyward Interface
- Using Skyward Family Access, parents select how to be contacted in an emergency.
- Administrator Control of Messages
- Message Storage
- Hosted Environment
- Automated Communication

Technology Services worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation process included a weighted rubric pre-established in the bid. A team performed the initial evaluation of the proposals and used the developed rubric to select the top two proposals and vendors. These two vendors presented their products to a committee of system users, including campus administrators, secretaries, and clerks. The committee overwhelmingly selected Skyward.

Submitted by: David Jacobson, Chief Technology Information Officer  
Jill Ludwig, Chief Financial Officer  
Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RFP 09-2014, Callout and Notification System  
Round 1 Bid Tabulation**

	<b>Evaluation Criteria</b>	<b>Points Possible</b>	<b>Skyward</b>	<b>ParentLink</b>	<b>Blackboard</b>
	Cost		\$47,783.00	\$73,191.60	No Bid
1	Acquisition and long-term pricing and overall value to the district	25	25	12.5	0
2	The compatibility with existing applications and practices	20	20	16	0
3	System meets current and future district needs	15	15	15	0
4	Completeness of the proposal and required forms and attachments	10	8	5.5	0
5	Reputation of vendor's goods or services - References & Experience of vendor	10	10	10	0
6	Implementation Plan	10	8.5	9	0
7	Service and Support (Quality & ease of vendor support).	10	10	10	0
	<b>Total</b>	100	96.5	78	0

**RFP 09-2014, Callout and Notification System  
Round 2 Committee Voting Tabulation**

<b>RFP Item</b>	<b>Evaluation Criteria</b>	<b>Skyward</b>	<b>ParentLink</b>	<b>No Preference</b>
3.11.0	Technical Specifications	17	9	10
3.12.0	Operation and General Requirements	23	9	4
3.13.0	Automated Synchronization of Groups/Lists with Data System	26	7	3
3.14.0	Methods and Mediums of Communication and Communication Options	17	13	6
3.15.0	Portal And Mobile Application	10	20	6
3.16.0	System Usability	18	9	9
3.17.0	Reporting	20	6	10
Overall Recommendation	<b>Total</b>	23	7	6



**CONSIDER APPROVAL OF VENDORS TO  
SUPPLY REPLACEMENT PROJECTOR LAMPS**

**RECOMMENDATION:**

That the Board of Trustees approve Valiant National, Troxell, and Scott Electric as vendors to supply replacement projector lamps for the wide variety of models deployed in Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

The primary goal for the Request for Quotes (RFQ) was the selection of vendors to provide replacement projector lamps according to District specifications. The Technology Department worked with the Purchasing Department on specifications, evaluation, and award recommendation. Currently the district requires 25 unique lamp models to serve the various projectors deployed.

**PROGRAM DESCRIPTION:**

The recommended award was based on the vendors' ability to provide the specified lamp model with a fixed price for one year. Each qualified vendor was ranked based on price per lamp model. Lamar CISD received quotes for 24 lamp models from three different vendors. It is in the best interest of the district to award lamp replacements to multiple qualified vendors based on the price of each item. Purchasing compliance is established in advance of the RFQ by requesting quotes only from cooperative vendors. This project will be paid for from local funds.

Submitted by: David Jacobson, Chief Technology Information Officer  
Jill Ludwig, Chief Financial Officer  
Chris Nilsson, Director of Technology Integration  
Robin Sheehan, Purchasing & Materials Manager  
Ken Walla, Manager of Special Projects

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RFQ Summary**  
**Projector Lamp Replacement**  
**June 17, 2014**

<b>Model</b>	<b>Valiant National</b>	<b>Troxell</b>	<b>Scott Electric</b>
Ask Proxima A1200P	\$ 100.31	\$ 199.21	\$ 114.33
BENQ MX710	\$ 127.35	\$ 185.61	\$ 127.40
Dell 1201MP	\$ 99.69	\$ 148.76	\$ 105.62
Hitachi DTO1471	\$ 219.94	\$ 99.00	\$ 181.84
Hitachi ED-A100	\$ 83.25	\$ 358.89	\$ 135.02
InFocus IN24EP	\$ 103.14	\$ 189.00	\$ 144.82
Mitsubishi XP250U-ST	No Bid	\$ 323.94	\$ 111.60
NEC VT48	\$ 84.15	\$ 293.98	\$ 126.51
Panasonic PT-D5600U	\$ 103.43	\$ 460.82	\$ 258.07
Panasonic PT-LB51U	\$ 76.95	\$ 258.18	\$ 128.13
Panasonic PT-LB75	\$ 78.78	\$ 292.28	\$ 137.78
Panasonic PT-LC56U	\$ 91.05	\$ 352.14	\$ 133.93
Panasonic TQFB534	No Bid	No Bid	No Bid
Promethean PRM10 / PRM20A	\$ 84.19	\$ 194.46	\$ 100.75
Promethean PRM30	\$ 228.85	\$ 205.29	\$ 155.71
Sanyo PLC-WX111	\$ 80.06	No Bid	\$ 181.84
Sanyo PLC-WXU300	\$ 97.95	\$ 212.59	\$ 116.51
Sanyo PLC-XU73	\$ 72.65	\$ 233.53	\$ 95.82
Sanyo PLC-XU75	\$ 84.74	\$ 170.00	\$ 95.82
Sanyo PLC-XU78	\$ 84.74	\$ 96.87	\$ 95.82
Sanyo PLC-XW250	\$ 91.95	\$ 154.35	\$ 107.22
Smart UF55W	\$ 103.57	\$ 214.73	\$ 91.08
Smart UX60	\$ 154.90	\$ 300.13	\$ 104.16
Vivitek D927TW	\$ 157.40	\$ 276.66	\$ 181.84
Hitachi CPS2530WN	No Bid	\$ 99.00	\$ 181.84

**CONSIDER APPROVAL OF 2014-17 TECHNOLOGY PLAN**

**RECOMMENDATION:**

That the Board of Trustees approve the district 2014-17 technology plan.

**IMPACT/RATIONALE:**

Technology today is an integral part of the teaching and learning process for all Lamar Consolidated Independent School District (LCISD) staff and students. It helps ensure that all stakeholders are skillful and productive users of digital information as well as critical thinkers and problem solvers. LCISD is dedicated to preparing each student for their future in an ever-changing world. The 2014 - 2017 Lamar CISD Technology Plan is the product of commitment from district technology stakeholders who have identified the most critical strategies needed to support district improvement goals and objectives.

The Texas Education Agency requires Texas public school districts and charter schools to submit a technology plan through the ePlan system. In addition, a technology plan is required to receive federal E-Rate funds.

**PROGRAM DESCRIPTION:**

The LCISD Technology Plan communicates a common vision for technology in the district and identifies emerging technologies that support student education to improve academic achievement for all students. A district-wide Technology Planning Committee of 108 staff, students, parents, and community members was formed in 2013 to provide guidance for the development of a district technology plan that will impact all stakeholders from 2014-2017.

The plan includes six goals based on the District Improvement Plan and the Technology Planning Committee is composed of goal subcommittees.

- Goals 1 and 2 relate to the instructional program as well as the human capital needed to support the program.
- Goal 3 addresses the administration, leadership, and facilities of the district.
- Goals 4 and 5 focus on the community and communications, as well as safe schools.
- Goal 6 supports the expansion of an effective technology integrated environment that facilitates learning, instruction and productivity.

Also included in the plan is a budget which is based on local funds, federal E-Rate funding, and proposed bond funds yet to be approved. The plan is formatted as presented to the state for approval.

The 2014-17 Technology Plan was delivered under separate cover.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DISTRICT-WIDE COMPUTER REFRESH  
ADDITIONAL COMPUTERS AND LAPTOP CARTS**

**RECOMMENDATION:**

That the Board of Trustees approve Dell to provide laptop computers in the amount of \$604,096.

**IMPACT/RATIONALE:**

RFP 40-2013 established a supply and service vendor to provide complete, comprehensive, and turn-key services for all proposed system hardware. The board approved the first and largest phase of the computer refresh project in February 2014. Since that time, a second inventory was completed to identify additional computers to be refreshed that were missed in the first inventory. This was expected as laptops are often in use away from the office or classroom during inventory. Pricing for the computers was set through the RFP process.

This project will be funded from funds allocated in the 2011 Bond for computer refresh.

**PROGRAM DESCRIPTION:**

This phase includes computers added in the second inventory, as well as filling campus 30-unit student laptop carts to capacity.

- 195 staff laptops at a cost of \$206,476.
- 506 student laptops at a cost of \$397,620.

LCISD is requesting all work associated with this RFP be 100% completed and accepted no later than close of business on August 15, 2014.

Submitted by:       David Jacobson, Chief Technology Information Officer  
                          Jill Ludwig, Chief Financial Officer  
                          Chris Nilsson, Director of Technology Integration  
                          Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR  
TEACHING STAFF, 2014-2015 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the 2014-2015 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 2014-2015 school year.

Ricky Bean

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INFORMATION ITEM: BOARD POLICIES -- FIRST READING**

The following local policies are attached for review:

- DNA (LOCAL) Performance Appraisal: Evaluation of Teachers
- EIC (LOCAL) Academic Achievement: Class Ranking
- EIF (LOCAL) Academic Achievement: Graduation
- Localized Policy Manual Update 98
- Localized Policy Manual Update 99

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

Resource Person: Dr. Thomas Randle

<del>PDAS</del>	<del>The appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS).</del> <del>The District shall establish an appraisal calendar each year.</del>
<del>APPRAISALS</del>	<del>All employees shall be appraised annually except for employees who qualify for the waiver.</del>
<del>WAIVERS</del>	<del>The requirement for an employee to be appraised annually may be waived if the employee meets the following criteria:</del> <del>1. The employee is on a term contract;</del> <del>2. The employee is evaluated by Professional Development and Appraisal System (PDAS);</del> <del>3. The employee's latest appraisal was at least proficient in each indicator of each domain;</del> <del>4. The employee is not new to the building; and</del> <del>5. The employee agrees in writing to the frequency of appraisal.</del>
<del>WALK THROUGHHS</del>	<del>For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walk throughs and provide the teacher with a copy of the documentation on each walk through. The walk throughs shall be kept on campus in the teacher's professional file.</del> <del>During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of six walk throughs and provide the teacher with a copy of the documentation on each walk through. The walk throughs shall be used as outlined in Commissioner's Rules for PDAS.</del>
<del>LOSS OF WAIVER</del>	<del>During any school year in which a complete appraisal under the PDAS is not scheduled, the administrator may conduct an appraisal if there is documentation that would potentially produce an indicator that falls below proficient. The administrator shall hold a conference with the teacher and provide the teacher with written notice.</del>
<del>LENGTH OF WAIVER</del>	<del>If an employee meets the criteria for the waiver, the employee shall be appraised every third year.</del>
<del>IMPLEMENTATION</del>	<del>The first year of implementation of the waiver shall be 2004-05 based on the 2003-04 appraisal.</del>
<del>SCHEDULE LIMITATIONS</del>	<del>In addition to those days on which observations are prohibited by law [see DNA(LEGAL)], the District shall not schedule observations on the day before and the day after a school holiday, days scheduled for end of semester or end of year examinations, or days</del>

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

	<del>scheduled for state-mandated assessments or other standardized tests.</del>
OBSERVATION	<del>Teachers shall be notified one week prior to the one-week window for the unscheduled classroom observation.</del>
SECOND OBSERVATION APPRAISER	<del>Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a preestablished roster of trained appraisers.</del>
SCHEDULING	<del>Second appraisals shall be scheduled within a one-week window.</del>
SCORES	<del>Domain scores from first and second appraisals shall be averaged.</del>
PROBATIONARY TEACHERS	<del>Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term. [See DFAB(LEGAL)]</del>
EMPLOYMENT DECISIONS	<del>When relevant to decisions regarding term contracts, written evaluations of a teacher's performance, as documented to date, and any other information the administration deems appropriate, shall be considered in decisions affecting contract status.</del>
GRIEVANCES	<del>Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).</del>



**REVISED**

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

APPRAISAL SYSTEM	The formal appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS) <b><u>or an alternate appraisal system developed in compliance with statutory provisions and state rules.</u></b>
GENERAL REQUIREMENTS	<p>District teachers shall be appraised annually, except teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy.</p> <p>Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.</p> <p>The District shall establish an appraisal calendar each year.</p>
PDAS FORMAL OBSERVATION	The formal observation for a teacher's appraisal shall be scheduled within a one-week window.
ALTERNATE APPRAISERS	The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.
SECOND APPRAISAL	<p>Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.</p> <p>The formal observation for a second appraisal shall be scheduled with a one-week window.</p>
SCORES	The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second PDAS appraisals will be used.
LESS-THAN-ANNUAL EVALUATIONS	To be eligible for less-than-annual evaluations under the PDAS <b><u>or alternate appraisal system</u></b> a teacher shall:
ELIGIBILITY	<ol style="list-style-type: none"><li>1. Be employed on an educator term contract;</li><li>2. Have received a Proficient rating on the last appraisal, as required by law;</li><li>3. Have served on the current campus for at least one year; and</li><li>4. Agree in writing to the frequency of appraisal.</li></ol>
FREQUENCY	Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

**WALK-THROUGHS**

**For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walk-throughs and provide the teacher with a copy of the documentation on each walk-through. The walk-throughs shall be kept on campus in the teacher's professional file.**

**During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of six walk-throughs and provide the teacher with a copy of the documentation on each walk-through. The walk-throughs shall be used as out-lined in Commissioner's Rules for PDAS.**

**LOSS OF WAIVER**

**During any school year in which a complete appraisal under the PDAS or alternate appraisal is not scheduled, the administrator may conduct an appraisal if there is documentation that would potentially produce an indicator that falls below proficient. The administrator shall hold a conference with the teacher and provide the teacher with written notice.**

**ANNUAL REVIEW  
PROCESS**

In the years that a PDAS **or alternate** appraisal is not scheduled for an eligible teacher, the District shall conduct an annual review in accordance with a process detailed in guidelines developed by the administration in collaboration with the District- and campus-level decision-making committees.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

The regular PDAS **or alternate appraisal** procedures and requirements shall not apply to the annual review process.

**GRIEVANCES**

Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

# REVISED

## ACADEMIC ACHIEVEMENT CLASS RANKING

EIC  
(LOCAL)

### CALCULATION

The District shall include in the calculation of class rank all grades earned in all high school credit courses taken in grades 6–12 (beginning with the sixth grade class of 2012–13), including grades earned in summer school, in night school, through distance learning, or ~~courses completed through examination, except that credit by exam.~~ No credit or grade shall be awarded for driver education. Courses taken on a grade point average (GPA) exempt basis, shall be excluded from the calculation of class rank and GPA.

A student who received credit for a high school-level course while in grade 6, 7, or 8 may retake the same course when he or she is enrolled in high school. If a student elects to retake the high school-level course while enrolled in high school, the semester grade the student earns upon retaking the course in high school shall be used in computing the student's rank in class.

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

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

The following provisions shall apply to students who entered grade 9 in the 2014–2015 school year and thereafter.

GPA-exempt courses shall not be included when calculating a student's GPA. GPA-exempt courses are specified third and fourth year elective courses that encourage special skills and interests. Juniors and seniors shall be eligible to take specified courses on a GPA-exempt basis according to established guidelines set forth in administrative regulations. The specific courses shall be listed annually in the course Selection Guide and the GPA-exempt brochure.

### WEIGHTED NUMERICAL GRADE AVERAGE

The District shall assign weights to semester grades and shall calculate a weighted numerical grade average in accordance with the following scale:

Category	Weight
AP	multiplied by 1.2*
Pre-AP	multiplied by 1.1
Dual Select ATC/Select Tech Prep	multiplied by 1.1
Advanced Academic	multiplied by 1.0
Leveled Academic	multiplied by .60

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

\* Effective beginning with grade 9 in 2009–10.

CONVERSION OF NON-NUMERICAL GRADES	<p>For the purpose of class rank, students who enter high school with only letter grades on their transcripts shall have their letter grades converted to the following numerical system:</p> <p>A = 95 B = 85 C = 77 D = 72 F = 65</p>
TRANSFERRED GRADES	<p>When a student transfers grades for properly documented courses, the District shall assign weight to those grades based on the categories and grade weight system used by the District. For a course to receive weighted factors for the purpose of class rank other than Advanced Academic level, the transferred course must be clearly designated as an advanced course on the student's transcript.</p>
LOCAL GRADUATION HONORS	<p>For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.</p> <p>For the purpose of applications to institutions of higher education, the District shall also calculate class ranking as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class ranking for the purpose of automatic admission under state law. [See EIC(LEGAL)]</p>
VALEDICTORIAN AND SALUTATORIAN	<p>The valedictorian and salutatorian shall be the eligible students with the highest and second highest ranking, respectively. To be eligible for such recognition, a student must:</p> <ol style="list-style-type: none"><li>1. Have been continuously enrolled full-time in at least six credit courses in the same high school in the District for the three semesters immediately preceding graduation;</li><li>2. Have completed the Recommended Program or the Advanced/Distinguished Achievement Program for graduation; and</li><li>3. Be graduating after exactly eight semesters of enrollment in high school.</li></ol>
EARLY GRADUATES	<p>A student who graduates ahead of his or her respective class and whose weighted numerical grade average is equal to or above that of the four-year valedictorian or salutatorian shall be declared the three-year valedictorian or salutatorian. The scholarship certificate</p>

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

from the state of Texas shall be awarded to the four-year valedictorian.

BEGINNING WITH STUDENTS WHO ENTERED GRADE 9 IN THE 2014-15 SCHOOL YEAR VALEDICTORIAN AND SALUTATORIAN

Beginning with the students entering 9th grade 2014-2015 and thereafter:

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

1. Have been continuously enrolled full-time in the same high school in the District for the three semesters immediately preceding graduation;
2. Have completed the Distinguished Level of Achievement Graduation Program for graduation; and
3. Be graduating after exactly eight semesters of enrollment in high school.

EARLY GRADUATES

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

BREAKING TIES

In case of a tie in weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.

HONOR GRADUATES

The District shall recognize as honor graduates all students whose weighted numerical grade averages comprise the top ten percent of the students in the graduating class.

Careful consideration shall be given by the principals of secondary schools to ensure equal recognition of outstanding student achievements. Assemblies, special programs, and news releases shall be used to acquaint fellow students and school patrons with the accomplishments of District students.

FOREIGN EXCHANGE STUDENTS

A foreign exchange student shall be eligible to receive a Texas diploma if the student meets all the high school graduation requirements under 19 Administrative Code 74.11 or 74.41. Evaluation of transcripts shall be the responsibility of the foreign exchange student or sponsor organization. A foreign exchange student who meets all of the requirements listed above shall be eligible for valedictorian and salutatorian honors.

## REVISED

### ACADEMIC ACHIEVEMENT GRADUATION

EIF  
(LOCAL)

#### COURSE REQUIREMENTS

To graduate, a student must complete the courses required by the District in addition to those mandated by the state.

#### GRADUATION PROGRAMS INSTITUTED PRIOR TO 2014—2015

Students enrolled in high school prior to the 2014—15 school year may graduate under state programs other than the foundation program, including the Minimum Program, the Recommended Program, and the Advanced/Distinguished Achievement Program. The courses required for each of these programs shall be listed in appropriate publications. The District credit requirements under these programs are listed below.

#### MINIMUM PROGRAM

The District requires no additional credits for graduation under the Minimum Program beyond ~~these~~ the number mandated by the state.

#### RECOMMENDED PROGRAM

The District requires no additional credits for graduation under the Recommended Program beyond ~~these~~ the number mandated by the state.

#### ADVANCED/ DISTINGUISHED ACHIEVEMENT PROGRAM

The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond ~~these~~ the number mandated by the state.

#### READING CREDITS

The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:

1. Recommendation by a teacher or counselor.
2. Scores on assessment instruments and/or achievement tests.

#### FOUNDATION PROGRAM

The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.

#### WITHOUT AN ENDORSEMENT

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.

**WITH AN  
ENDORSEMENT**

**The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement. The District requires Algebra II as one of the required math credits.**

**DISTINGUISHED  
LEVEL OF  
ACHIEVEMENT**

**The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.**

**NO FINE ARTS  
SUBSTITUTIONS**

**The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.**

**PHYSICAL EDUCATION  
SUBSTITUTIONS**

~~The District shall allow students to substitute certain physical activities for the required credits of physical education. Such substitution shall be based on the physical activity involved in the courses listed for this purpose in state rules. [See EIF(LEGAL)]~~

**ACTIVITIES AND  
COURSES**

**To the extent permitted by state rules applicable to the student's graduation program, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.**

~~OTHER PHYSICAL  
ACTIVITY PROGRAMS~~  
**PRIVATE OR  
COMMERCIAL  
PROGRAMS**

The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the Commissioner of Education. [See also EHAC]

Localized Policy Manual

# Update 98

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

Lamar CISD

Update 98 represents the first of two post-legislative updates and encompasses changes in law from the 83rd Legislative Session that have an immediate effect on the governance and management of the district. Please note that significant changes to the graduation programs from HB 5 will be included in later updates based on the effective dates of most of these provisions. Local policies included in Update 98 address several topics, such as board member authority, employee grievances and records, employee standards of conduct, reductions in force, teacher evaluations, school day interruptions, grading, and student attendance.

Update 99 will be issued in spring 2014 and will address remaining legislative changes from the session.

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

In addition to the updated policies, your Localized Update 98 packet contains:

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

*Vantage Points—A Board Member's Guide to Update 98* may be found in the separately wrapped package accompanying this packet. *Vantage Points* offers a highly summarized overview of the update and is intended to provide local officials a first glance at the scope of the update—as a prelude to studying the detailed Explanatory Notes and policy text within the packet. **Please distribute the enclosed copies of *Vantage Points* to your board members at the earliest possible opportunity, preferably with their review copies of this update.**

Update 98 policies are so identified in the lower left-hand corner of each policy page. If you have any questions concerning this update, please call your policy consultant, Mary Kay Spellman, at 800-580-7529 or 512-467-0222.



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## Regarding board action on Update 98 . . .

- Board action on Localized Update 98 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 98, affecting (LOCAL) policies (see attached list of codes).” Policy On Line districts have access to a list of the (LOCAL) policies included in the update through the Local Manual Updates application in myTASB. Other districts may generate a list of the (LOCAL) policy codes added, revised, or deleted (and the titles/subtitles of those policies) using the Instruction Sheet as a guide and attach that list to the posting. BoardBook compilers should use “Policy Update 98, affecting (LOCAL) policies” as the agenda item and, as agenda sub-items, the code and name of each of the (LOCAL) policies affected by the update.
- A suggested motion for board action on Localized Update 98 is as follows:  
*“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 98 [with the following changes:]”*
- The board’s action on Localized Update 98 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded (LOCAL) policies.
- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the *Administrator’s Guide to Policy Management* available in the myTASB Policy Service Resource Library at [http://www.tasb.org/services/policy/mytasb/admin\\_guide/index.aspx](http://www.tasb.org/services/policy/mytasb/admin_guide/index.aspx).

## Regarding manual maintenance and administrative regulations . . .

- **Notify your policy consultant of any changes made by the board so that Policy Service records—forming the basis for subsequent updating recommendations—exactly mirror your manual.**
- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. If the district uses Policy On Line, you will need to notify us of the board’s action on Update 98 so that your district’s Localized Policy Manual as it appears on TASB’s Web server can be updated. Policy On Line staff may be reached by phone (800-580-7529 or 512-467-0222), by fax (512-467-3618, using the Update 98 Adoption Notification Form enclosed), by e-mail ([pol-support@tasb.org](mailto:pol-support@tasb.org)), or through the Policy On Line Administrator Tools (<https://www.tasb.org/apps/PolicyAdmin>).
- Administrative procedures and documents—including formal (REGULATIONS), handbooks, and guides—that may be affected by Update 98 policy changes should be inspected and revised by the district as needed.

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

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## CURRENT

### BOARD MEMBERS AUTHORITY

BBE  
(LOCAL)

#### BOARD AUTHORITY

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

#### TRANSACTIONING BUSINESS

When a proposal is presented to the Board, a discussion shall be held and a decision reached. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

#### INDIVIDUAL AUTHORITY FOR COMMITTING THE BOARD

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See ~~BBAB~~]

#### INDIVIDUAL ACCESS TO INFORMATION

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

#### LIMITATIONS

~~Individual members~~ shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policies ~~FL(LEGAL)~~ and ~~(LOCAL)~~.

#### REQUESTS FOR RECORDS

~~Individual members~~ shall seek access to records or request copies of records from the Superintendent or other designated custodian of records. When a custodian of records other than the Superintendent provides access to records or copies of records to individual ~~Trustees~~, the provider shall inform the Superintendent of the records provided.

#### REQUESTS FOR REPORTS

~~Individual members~~ shall not direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or custodian of records regarding the preparation of reports shall be by Board action ~~or by request of an individual Trustee made in a Board meeting after discussion by the Board as a whole.~~

#### CONFIDENTIALITY

At the time Board ~~members are~~ provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise ~~them~~ of their responsibility to comply with confidentiality requirements.

Lamar CISD  
079901

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

REFERRING  
COMPLAINTS

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the ~~Trustee~~ may request that the issue be placed on the agenda.

## REVISED

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

BOARD AUTHORITY

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

TRANSACTIONING  
BUSINESS

When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

INDIVIDUAL  
AUTHORITY FOR  
COMMITTING THE  
BOARD

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

INDIVIDUAL ACCESS  
TO INFORMATION

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

LIMITATIONS

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

REQUESTS FOR  
RECORDS

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records. When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

REQUESTS FOR  
REPORTS

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

CONFIDENTIALITY

At the time a Board member is provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements.

REFERRING  
COMPLAINTS

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

## CURRENT

### EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CREDENTIALS AND RECORDS

DBA  
(LOCAL)

#### PARENT NOTIFICATION

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

Notification shall not be required, however, when:

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

#### UPDATING CREDENTIALS

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

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

#### CONTRACT PERSONNEL

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CREDENTIALS AND RECORDS

DBA  
(LOCAL)

PARENT  
NOTIFICATION

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

Notification shall not be required, however, when:

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

UPDATING  
CREDENTIALS

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

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

CONTRACT  
PERSONNEL

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

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

SOCIAL SECURITY  
NUMBER

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

## CURRENT

### REDUCTION IN FORCE FINANCIAL EXIGENCY

DFFA  
(LOCAL)

#### PLAN TO REDUCE PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below]
- Reductions in force of contract personnel due to program change [see DFFB]
- Other means of reducing personnel costs

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

#### REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY

##### APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

#### DEFINITIONS

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.



REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal, ~~whether completed by the District or by a previous district;~~ and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT  
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR  
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST  
NONRENEWAL:  
TERM CONTRACT

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

DISCHARGE:  
CHAPTER 21  
CONTRACT

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

DISCHARGE: NON-CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.
FINAL ACTION HEARING REQUESTED	If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.
NO HEARING REQUESTED	If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

**REDUCTION IN FORCE  
FINANCIAL EXIGENCY**

**DFFA  
(LOCAL)**

**PLAN TO REDUCE  
PERSONNEL COSTS**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below]
- Reductions in force of contract personnel due to program change [see DFFB]
- Other means of reducing personnel costs

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**REDUCTION IN FORCE  
DUE TO FINANCIAL  
EXIGENCY**

**APPLICABILITY**

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

**DEFINITIONS**

Definitions used in this policy are as follows:

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

SUPERINTENDENT RECOMMENDATION	The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.
BOARD VOTE	After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.  If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).  If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].
NOTICE	The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:  <ol style="list-style-type: none"><li data-bbox="576 942 1113 968">1. The proposed action, as applicable;</li><li data-bbox="576 999 1364 1024">2. A statement of the reason for the proposed action; and</li><li data-bbox="576 1056 1422 1119">3. Notice that the employee is entitled to a hearing of the type determined by the Board.</li></ol>
CONSIDERATION FOR AVAILABLE POSITIONS	An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.  If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:  <ol style="list-style-type: none"><li data-bbox="576 1470 1417 1533">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.</li><li data-bbox="576 1564 1463 1654">2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.</li></ol>
HEARING REQUEST NONRENEWAL: TERM CONTRACT	An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.



REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

DISCHARGE: CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.
DISCHARGE: NON- CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.
FINAL ACTION HEARING REQUESTED	If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.
NO HEARING REQUESTED	If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

## CURRENT

### REDUCTION IN FORCE PROGRAM CHANGE

DFFB  
(LOCAL)

APPLICABILITY	This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.
DEFINITIONS	Definitions used in this policy are as follows: <ol style="list-style-type: none"><li>1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.</li><li>2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.</li></ol>
GENERAL GROUNDS	A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.
EMPLOYMENT AREAS	When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected. Employment areas may include, for example: <ol style="list-style-type: none"><li>1. Elementary grades, levels, subjects, departments, or programs.</li><li>2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.</li><li>3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.</li><li>4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.</li><li>5. Counseling programs.</li><li>6. Library programs.</li><li>7. Nursing and other health services programs.</li><li>8. An educational support program that does not provide direct instruction to students.</li></ol>

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal, ~~whether completed by the District or by a previous district~~; and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT  
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR  
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

FINAL ACTION  
HEARING  
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

Lamar CISD  
079901

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

NO HEARING  
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

**APPLICABILITY**

This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

**DEFINITIONS**

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

**GENERAL GROUNDS**

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

**EMPLOYMENT AREAS**

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT  
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR  
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

FINAL ACTION  
HEARING  
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.



Lamar CISD  
079901

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

NO HEARING  
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

**PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES**

**DGBA  
(LOCAL)**

<b>COMPLAINTS</b>	In this policy, the terms "complaint" and "grievance" shall have the same meaning.
<b>OTHER COMPLAINT PROCESSES</b>	Employee complaints shall be filed in accordance with this policy, except as provided below: <ol style="list-style-type: none"><li>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.</li><li>2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.</li><li>3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.</li><li>4. Complaints concerning instructional materials shall be submitted in accordance with EFA.</li><li>5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.</li><li>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.</li><li>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.</li></ol>
<b>NOTICE TO EMPLOYEES</b>	The District shall inform employees of this policy.
<b>GUIDING PRINCIPLES INFORMAL PROCESS</b>	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.
<b>DIRECT COMMUNICATION WITH BOARD MEMBERS</b>	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

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-

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.

**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: <ol style="list-style-type: none"><li>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.</li><li>2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.</li><li>3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.</li><li>4. Complaints concerning instructional materials shall be submitted in accordance with EFA.</li><li>5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.</li><li>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.</li><li>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.</li></ol>
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** "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. The representative may participate in person or by telephone conference call. 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

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

### EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

#### VIOLATIONS OF STANDARDS OF CONDUCT

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

#### ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

#### USE WITH STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

#### PERSONAL USE

An employee shall be held to the same professional standards in his or her public use of electronic media as for any other public conduct. If an employee's use of electronic media violates state or

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

SAFETY  
REQUIREMENTS

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR  
ABUSE

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

RELATIONSHIPS WITH  
STUDENTS

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO USE

An employee shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]

ALCOHOL AND DRUGS

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance or alcohol.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

EXCEPTIONS

An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

An employee who consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served shall not be considered to be in violation of this policy so long as the employee does not have specific assigned duties at the event.

NOTICE

Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI(EXHIBIT)]

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

ARRESTS,  
INDICTMENTS,  
CONVICTIONS, AND  
OTHER  
ADJUDICATIONS

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or



EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

- Acts constituting abuse or neglect under the Texas Family Code.

DRESS AND  
GROOMING

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

VIOLATIONS OF  
STANDARDS OF  
CONDUCT

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

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1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

PERSONAL USE

An employee shall be held to the same professional standards in his or her public use of electronic media as for any other public conduct. If an employee's use of electronic media violates state or

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

SAFETY  
REQUIREMENTS

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR  
ABUSE

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

RELATIONSHIPS WITH  
STUDENTS

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO USE

An employee shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]

ALCOHOL AND DRUGS

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

	<p>An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance or alcohol.</p>
EXCEPTIONS	<p>An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.</p> <p>An employee who consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served shall not be considered to be in violation of this policy so long as the employee does not have specific assigned duties at the event.</p>
NOTICE	<p>Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI(EXHIBIT)]</p> <p>A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.</p>
ARRESTS, INDICTMENTS, CONVICTIONS, AND OTHER ADJUDICATIONS	<p>An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:</p> <ol style="list-style-type: none"><li>1. Crimes involving school property or funds;</li><li>2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;</li><li>3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or</li><li>4. Crimes involving moral turpitude, which include:<ul style="list-style-type: none"><li>• Dishonesty; fraud; deceit; theft; misrepresentation;</li><li>• Deliberate violence;</li><li>• Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;</li><li>• Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;</li></ul></li></ol>

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

DRESS AND  
GROOMING

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

## CURRENT

### ALTERNATIVE METHODS FOR EARNING CREDIT CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EHDC  
(LOCAL)

TEST SELECTION	The Superintendent or designee shall be responsible for the development or selection of tests a student may use to earn course credit or accelerate to the next grade level without prior instruction in a course or grade level. Each examination shall thoroughly test the essential knowledge and skills in the applicable course or grade level.
TEST DATES	The Superintendent or designee shall establish a schedule of dates, in accordance with law, when examinations for acceleration shall be administered and shall ensure that the dates are published in appropriate District publications or on the District's Web site.
SPECIAL REQUESTS	The District may deny a parent's or student's request for an alternative examination or alternative date.
FEES	<p>The District shall not charge for an examination for acceleration administered on the published dates or alternative dates.</p> <p>However, the student's parent shall pay for an alternative examination approved by the District.</p>
<del>CREDIT APPROVAL GRADES 1-8</del>	<del>The Superintendent or designee shall approve acceleration to the next grade on the basis of a score of 80 percent or above on criterion referenced tests that cover the essential knowledge and skills in each of the following areas: reading/language arts, mathematics, social studies, and science.</del>
<del>GRADES 9-12</del>	<del>The Superintendent or designee shall award course credit for an academic subject in which the student has had no prior instruction on the basis of a score of 80 percent or above on a criterion referenced examination for acceleration for the applicable course.</del>
KINDERGARTEN ACCELERATION	<p>The Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include:</p> <ol style="list-style-type: none"><li>1. Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.</li><li>2. Recommendation of the kindergarten or preschool the student has attended.</li><li>3. Chronological age and observed social and emotional development of the student.</li><li>4. Other criteria deemed appropriate by the principal and Superintendent.</li></ol>

## REVISED

### ALTERNATIVE METHODS FOR EARNING CREDIT CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EHDC  
(LOCAL)

TEST SELECTION	The Superintendent or designee shall be responsible for the development or selection of tests a student may use to earn course credit or accelerate to the next grade level without prior instruction in a course or grade level. Each examination shall thoroughly test the essential knowledge and skills in the applicable course or grade level.
TEST DATES	The Superintendent or designee shall establish a schedule of dates, in accordance with law, when examinations for acceleration shall be administered and shall ensure that the dates are published in appropriate District publications or on the District's Web site.
SPECIAL REQUESTS	The District may deny a parent's or student's request for an alternative examination or alternative date.
FEES	<p>The District shall not charge for an examination for acceleration administered on the published dates or alternative dates.</p> <p>However, the student's parent shall pay for an alternative examination approved by the District.</p>
CREDIT APPROVAL	<b><u>The Superintendent or designee shall award course credit or approve acceleration on the basis of an examination for acceleration, in accordance with State Board rules.</u></b>
KINDERGARTEN ACCELERATION	<p>The Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include:</p> <ol style="list-style-type: none"><li>1. Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.</li><li>2. Recommendation of the kindergarten or preschool the student has attended.</li><li>3. Chronological age and observed social and emotional development of the student.</li><li>4. Other criteria deemed appropriate by the principal and Superintendent.</li></ol>

LOSS OF CLASS TIME

The District shall not remove a student from a regularly scheduled class for tutoring or test preparation for more than ten percent of the school days on which the class is offered without a parent's written consent.

INTERRUPTIONS

The District shall limit nonacademic activities that interrupt and distract from the academic process and shall enforce the following restrictions:

1. Announcements, other than emergency announcements, shall be made over the public address system only once during the school day.
2. Selling or solicitation shall not be permitted during class time. [For fund-raising activities, see FJ]



ACADEMIC ACHIEVEMENT  
GRADING/PROGRESS REPORTS TO PARENTS

EIA  
(LOCAL)

RELATION TO ESSENTIAL KNOWLEDGE AND SKILLS	<p>The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.</p> <p>Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.</p>
GUIDELINES FOR GRADING	<p>The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.</p> <p>The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.</p>
<del>END-OF-COURSE ASSESSMENTS</del>	<del>When required by state law, a student's score on the initial end-of-course (EOC) assessment shall count for 15 percent of the student's final grade for the course as reported on the student's transcript.</del>
<del>RETAKES</del>	<del>If a student retakes an EOC assessment during the first official administration after receiving a failing grade for the course, the District will include the retake score as 15 percent of the final course grade only if the retake score allows a student to gain credit for the course. Subsequent retakes will not be included in the calculation of the final course grade.</del>
<del>SPECIAL EDUCATION</del>	<del>A student's ARD committee shall determine the type of assessment to be administered and how the score on an EOC assessment shall be used for final course grades, credit decisions, and graduation requirements.</del>
<del>GRADING</del>	<del>Calculation of grades with EOC assessment scores shall be in accordance with the District's grading guidelines.</del> <del>[See EKB for further information regarding EOC assessments]</del>
PROGRESS REPORTING	<p>The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.</p>

ACADEMIC ACHIEVEMENT  
GRADING/PROGRESS REPORTS TO PARENTS

EIA  
(LOCAL)

INTERIM REPORTS	Interim progress reports may be issued at the teacher's discretion; however, notice of a student's consistent unsatisfactory performance shall be issued in accordance with law.
CONFERENCES	In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.
ACADEMIC DISHONESTY	A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.

**ACADEMIC ACHIEVEMENT  
GRADING/PROGRESS REPORTS TO PARENTS**

**EIA  
(LOCAL)**

**RELATION TO  
ESSENTIAL  
KNOWLEDGE AND  
SKILLS**

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

**GUIDELINES FOR  
GRADING**

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

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REPORTING**

The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

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Interim progress reports may be issued at the teacher's discretion; however, notice of a student's consistent unsatisfactory performance shall be issued in accordance with law.

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In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

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## CURRENT

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LOCAL)

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

STUDENTS AGE 18  
AND OVER

A student who voluntarily attends school after the student's ~~eighteenth~~ birthday shall be required to attend school until the end of the school year.

HIGHER EDUCATION  
VISITS

~~A student shall be excused for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

WITHDRAWAL FOR  
NONATTENDANCE

The District may initiate withdrawal of a student under the age of 18 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

For withdrawal of students 18 or older, see FEA(LEGAL).

STUDENTS IN  
HOMESCHOOLS

When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

~~If~~ the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

## REVISED

### ATTENDANCE COMPULSORY ATTENDANCE

FEA  
(LOCAL)

	<p>Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.</p>
<p>STUDENTS AGE 18 AND OVER</p>	<p>A student who voluntarily attends school after the student's <u>18th</u> birthday shall be required to attend school until the end of the school year.</p>
<p>HIGHER EDUCATION VISITS</p>	<p><u>The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.</u></p>
<p><u>EARLY VOTING OR ELECTION CLERK</u></p>	<p><u>The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.</u></p>
<p>WITHDRAWAL FOR NONATTENDANCE</p>	<p>The District may initiate withdrawal of a student under the age of 18 for nonattendance under the following conditions:</p> <ol style="list-style-type: none"><li>1. The student has been absent ten consecutive school days; and</li><li>2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.</li></ol> <p>For withdrawal of students 18 or older, see FEA(LEGAL).</p>
<p>STUDENTS IN HOMESCHOOLS</p>	<p>When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.</p> <p><u>If the parents refuse to submit a letter of notification or if the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.</u></p>

## CURRENT

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

ATTENDANCE  
COMMITTEES

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent or designee shall make the specific appointments in accordance with legal requirements.

PARENTAL NOTICE  
OF EXCESSIVE  
ABSENCES

~~Students in grades 6-12 who are absent for more than ten percent of the instructional days in a semester may be in jeopardy of losing credit for a course(s). Students in prekindergarten-grade 5 who are absent more than ten percent of the instructional days during the school year may be in jeopardy of losing credit for successful completion of a grade. Students who have been absent for any reason are encouraged to make up the work they missed within the time given by the teacher. [See EIAB]~~

~~Parents shall be notified of student absences as follows:~~

- ~~1. For students in kindergarten-grade 5, for the first through fifth absence, the teacher shall record each absence in the grade book and on the attendance sheet. Following the sixth absence the parent(s) of the student shall be notified by certified letter of the student's attendance record and the possible consequences for the student's absences.~~
- ~~2. For students in grades 6-12, for the first through third absence, the teacher shall record each absence in the grade book and on the attendance sheet. Following the third absence the parent(s) of the student shall be contacted by a school official each time the student is absent.~~

~~A student, after incurring more than the allowable number of absences in a semester (grades 6-12) or in a year (prekindergarten-grade 5), may be granted course credit upon recommendation by the local campus Attendance/Credit Review Committee if the committee determines that the absence was due to extenuating circumstances in accordance with the following GUIDELINES and the student has done the following:~~

- ~~1. Made up the required clock hours.~~
- ~~2. Completed all assignments required by the teacher.~~

~~STUDENT APPEAL  
FORM~~

~~At the time the student has exceeded the maximum allowable number of absences in a given semester or year, and no later than the end of the semester, the student who wishes to appeal his or her case shall complete the "Student Appeals Form" and return the form to his or her principal or assistant principal who will provide a copy to other members of the Attendance/Credit Review Committee, when it is convened, to review the case. Appeals for each ab-~~

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

~~APPEALS  
COMMITTEE~~

~~absence in excess of the allowable number of absences must be requested in writing within ten school days. The "Student Appeals Form" shall be issued by a school official. All supportive data shall be submitted with the appeal. No follow-up supportive data shall be accepted later than 30 days after the initial appeal is filed.~~

~~The purpose of the Attendance/Credit Review Committee is to determine the course(s) of action concerning student absences. The committee shall consider the reasons for a student's absences in order to enable the student to fulfill the time requirements necessary to be in attendance the required number of days in a semester or year. The committee's decisions related to absences and a student's eligibility or ineligibility for credit shall in no way replace or alter the academic make-up requirements of a given course.~~

~~The Attendance/Credit Review Committee, as specified in *Administrative Guidelines and Procedures for Attendance For Credit* shall be composed of a majority of classroom teachers, a counselor, and an assistant principal or principal. The school nurse may also serve as a member of the committee. The committee shall review the Student Appeals Form and determine whether the student is eligible for credit. The appeals committee may take into consideration the following in determining award or denial of credit:~~

- ~~1. Doctor's notes or medical records.~~
- ~~2. Extenuating circumstances.~~
- ~~3. Attendance history including all absences for the current semester.~~
- ~~4. Attendance in clock hour make-up class.~~

~~OPTIONS OF THE  
APPEAL  
COMMITTEE~~

~~After the Attendance/Credit Review Committee reviews the student's appeal, the committee may rule that the student is:~~

- ~~1. Eligible for credit for the course(s) based upon completion of clock hours assigned and made up.~~
- ~~2. Eligible for credit for the course(s) based upon evidence of extenuating circumstances.~~
- ~~3. Ineligible for credit for course(s).~~

~~Students who exceed the maximum number of absences allowed for a semester (grades 6-12) may not use credit by examination to receive credit for the particular course(s).~~

~~MAKE-UP CLOCK  
HOURS~~

~~A student may make up clock hours missed due to absences by attending a Saturday clock hour class or an after school detention class. The clock hour class shall meet for five hours outside the~~

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

~~regular school day. One day of a clock-hour class shall be equivalent to one school day. The student attending the clock-hour class shall be required to bring assignments to work on during the complete session. Parents/students must provide their own transportation to clock-hour classes.~~

~~LATE ARRIVALS /  
EARLY DEPARTURES~~

~~If a student arrives at school 15 or more minutes late or departs 15 or more minutes early, the student shall be considered absent for a 30 minute class period and may be required to make up that time by attending an after school or Saturday clock-hour class for each class period missed. Any extenuating circumstances may be reported to the Attendance/Credit Review Committee.~~

PERSONAL ILLNESS

When a student's absence for personal illness exceeds five consecutive days, the principal or attendance committee may require that the student present a statement from a physician or health clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying the absence as one for which there are extenuating circumstances.

If a student has established a questionable pattern of absences, the principal or attendance committee may require that a student present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.

GUIDELINES ON  
EXTENUATING  
CIRCUMSTANCES

The attendance committee shall adhere to the following guidelines to determine attendance for credit:

DAYS OF  
ATTENDANCE

1. All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, absences for the following reasons shall be considered days of attendance for this purpose:
    - ~~a. Religious holy days;~~
    - ~~b. Required court appearances;~~
    - ~~c. Activities related to obtaining U.S. citizenship;~~
    - ~~d. Serving as an election clerk;~~
    - ~~e. Visiting an institution of higher education [see FEA]; and~~
    - ~~f. Health care appointments.~~
- ~~[See FEB]~~



ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

- |  |               |   |
|--|---------------|---|
| TRANSFERS /<br>MIGRANT<br>STUDENTS       | 2.            | A transfer or migrant student incurs absences only after his or her enrollment in the District.   |
| BEST INTEREST<br>STANDARD                | <del>3.</del> | In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student.                                   |
|  | <del>4.</del> | The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.   |
| DOCUMENTATION                            | <del>5.</del> | The committee shall consider the acceptability and authenticity of documented reasons for the student's absences.   |
| CONSIDERATION OF<br>CONTROL              | <del>6.</del> | The committee shall consider whether the absences were for reasons out of the student's or parent's control.  |
| STUDENT'S<br>ACADEMIC RECORD             | <del>7.</del> | The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject. |
| INFORMATION<br>FROM STUDENT OR<br>PARENT | 8.            | The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit.                        |
| APPEAL PROCESS                           |               | A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL) beginning at Level Three.   |

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

ATTENDANCE  
COMMITTEES

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent or designee shall make the specific appointments in accordance with legal requirements.

PARENTAL NOTICE  
OF EXCESSIVE  
ABSENCES

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

METHODS FOR  
REGAINING CREDIT  
OR AWARDING A  
FINAL GRADE

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

Students who have lost credit or have not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

PERSONAL ILLNESS

When a student's absence for personal illness exceeds five consecutive days, the principal or attendance committee may require that the student present a statement from a physician or health clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying the absence as one for which there are extenuating circumstances.

If a student has established a questionable pattern of absences, the principal or attendance committee may require that a student present a physician's or clinic's statement of illness after a single

day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.

GUIDELINES ON  
EXTENUATING  
CIRCUMSTANCES

The attendance committee shall adhere to the following guidelines to determine attendance for award of credit or a final grade:

DAYS OF  
ATTENDANCE

1. All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance requirements shall be considered days of attendance for this purpose. [See FEA(LLEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS]

TRANSFERS /  
MIGRANT  
STUDENTS

2. A transfer or migrant student incurs absences only after his or her enrollment in the District.

BEST INTEREST  
STANDARD

3. In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.

DOCUMENTATION

4. The committee shall consider the acceptability and authenticity of documented reasons for the student's absences.

CONSIDERATION OF  
CONTROL

5. The committee shall consider whether the absences were for reasons out of the student's or parent's control.

STUDENT'S  
ACADEMIC RECORD

6. The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.

INFORMATION  
FROM STUDENT OR  
PARENT

7. The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

IMPOSING  
CONDITIONS FOR  
AWARDING CREDIT  
OR A FINAL GRADE

The committee may impose any of the following conditions for students with excessive absences to regain credit or be awarded a final grade:

1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, which may include Saturday classes or before- and after-school programs.

3. Maintaining the attendance standards for the rest of the semester.

4. Taking an examination to earn credit. [See EHDB]

5. Attending a flexible school day program.

6. Attending summer school.

In all cases, the student must also earn a passing grade in order to receive credit.

APPEAL PROCESS

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL) beginning at Level Three.

Localized Policy Manual  
**Update 99**

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

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Lamar CISD

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Update 99 represents the second of two post-legislative updates, focusing primarily on incorporating changes in law from the 83rd Legislative Session that were not included in Update 98 and recent amendments to the Administrative Code as a result of the recent legislation. Major topics include district legal counsel, safety programs, graduation, credit by examination, and student discrimination and harassment.

Please note that local policy recommendations to EIF(LOCAL) addressing graduation will be sent outside of this Update and will be based on your district's responses to the House Bill 5 EIF(LOCAL) survey recently sent to your district. If you have not completed the survey, it may be accessed at <https://www.tasb.org/services/policy/mytasb/index.aspx>.

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

In addition to the updated policies, your Localized Update 99 packet contains:

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

*Vantage Points—A Board Member's Guide to Update 99* may be found in the separately wrapped package accompanying this packet. *Vantage Points* offers a highly summarized overview of the update and is intended to provide local officials a first glance at the scope of the update—as a prelude to studying the detailed Explanatory Notes and policy text within the packet. **Please distribute the enclosed copies of *Vantage Points* to your board members at the earliest possible opportunity, preferably with their review copies of this update.**

Update 99 policies are so identified in the lower left-hand corner of each policy page. If you have any questions concerning this update, please call your policy consultant, Mary Kay Spellman, at 800-580-7529 or 512-467-0222.

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## Regarding board action on Update 99 . . .

- Board action on Localized Update 99 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 99, affecting (LOCAL) policies (see attached list of codes).” Policy On Line districts have access to a list of the (LOCAL) policies included in the update through the Local Manual Updates application in myTASB. Other districts may generate a list of the (LOCAL) policy codes added, revised, or deleted (and the titles/subtitles of those policies) using the Instruction Sheet as a guide and attach that list to the posting. BoardBook compilers should use “Policy Update 99, affecting (LOCAL) policies” as the agenda item and, as agenda sub-items, the code and name of each of the (LOCAL) policies affected by the update.
- A suggested motion for board action on Localized Update 99 is as follows:  
*“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 99 [with the following changes:]”*
- The board’s action on Localized Update 99 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded (LOCAL) policies.
- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the *Administrator’s Guide to Policy Management* available in the myTASB Policy Service Resource Library at [http://www.tasb.org/services/policy/mytasb/admin\\_guide/index.aspx](http://www.tasb.org/services/policy/mytasb/admin_guide/index.aspx).

## Regarding manual maintenance and administrative regulations . . .

- **Notify your policy consultant of any changes made by the board so that Policy Service records—forming the basis for subsequent updating recommendations—exactly mirror your manual.**
- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. If the district uses Policy On Line, you will need to notify us of the board’s action on Update 99 so that your district’s Localized Policy Manual as it appears on TASB’s Web server can be updated. Policy On Line staff may be reached by phone (800-580-7529 or 512-467-0222), by fax (512-467-3618, using the Update 99 Adoption Notification Form enclosed), by e-mail ([pol-support@tasb.org](mailto:pol-support@tasb.org)), or through the Policy On Line Administrator Tools (<https://www.tasb.org/apps/PolicyAdmin>).
- Administrative procedures and documents—including formal (REGULATIONS), handbooks, and guides—that may be affected by Update 99 policy changes should be inspected and revised by the district as needed.

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

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The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in a written contract between the Board and the attorney or attorneys.

In accordance with the written contract, individual ~~Trustees~~ shall channel legal inquiries through the Superintendent or ~~Board~~ designee, as appropriate, when advice or information from the District's legal counsel is ~~sought~~.

Staff requests for legal advice from the District's legal counsel ~~shall be submitted~~ through the Superintendent or designee.

~~A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.~~

The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in a written contract between the Board and the attorney or attorneys.

In accordance with the written contract, individual Board members shall channel legal inquiries through the Superintendent, Board President, or Board's designee, as appropriate, when seeking advice or information from the District's legal counsel.

Staff shall submit requests for legal advice from the District's legal counsel through the Superintendent or designee.

Upon request of the Board or when deemed necessary by the Superintendent, the Superintendent shall report advice from legal counsel.



# CURRENT

## ADMINISTRATIVE REGULATIONS

BP  
(LOCAL)

### DEVELOPMENT

The Superintendent and administrative staff shall be responsible for developing and enforcing procedures for the operation of the District. ~~Procedures must be consistent with Board policy and law and shall be designed to promote the achievement of District goals and objectives.~~

These procedures shall constitute the administrative regulations of the District and shall consist of ~~guides, handbooks, and forms, as well as other documents defining standard operating procedure and designated "Regulations."~~

~~All administrative regulations shall be under the direction of the Superintendent; variations from defined procedures shall be with the prior approval of the Superintendent. Administrative regulations are subject to Board review but shall not be adopted by the Board. In case of conflict between the administrative regulations and policy, policy shall prevail.~~

### ~~REVISION~~

~~Administrative regulations may be amended at any time by the Superintendent or designated staff, with the prior approval of the Superintendent.~~

### ~~OFFICIAL COPY~~

~~The official copy of all documents constituting administrative regulations shall be kept in the Superintendent's office, and the Superintendent or designee shall be responsible for their accuracy. If discrepancies occur among different copies of administrative regulations distributed throughout the District, the official copy shall be regarded as authoritative.~~

### AVAILABILITY

All administrative regulations, ~~including manuals, guides, handbooks, and forms, shall be kept up to date and shall be made accessible to staff and the public as required by the Public Information Chapter of the Government Code. [See GBA]~~

DEVELOPMENT

The Superintendent and administrative staff shall be responsible for developing and enforcing procedures for the operation of the District. These procedures shall constitute the administrative regulations of the District and shall consist of guidelines, handbooks, manuals, forms, and any other documents defining standard operating procedures.

The Superintendent or designee shall ensure that administrative regulations are kept up to date and are consistent with Board policy. The Superintendent or designee shall resolve any discrepancies among conflicting administrative regulations. In case of conflict between administrative regulations and policy, policy shall prevail.

NO BOARD ACTION

Administrative regulations are subject to Board review but shall not be adopted by the Board.

AVAILABILITY

All administrative regulations shall be made accessible to staff, students, and the public as required by law or Board policy.

**DELETED**

CFEA  
(LOCAL)

~~PAYROLL PROCEDURES  
SALARY DEDUCTIONS AND REDUCTIONS~~

~~ADDITIONAL  
AMOUNTS~~

~~In addition to legally required deductions, the Board shall permit voluntary deductions [see CFEA(LEGAL)] for:~~

- ~~1. Approved insurance programs;~~
- ~~2. Annuities/deferred compensation programs;~~
- ~~3. Other cafeteria plan options authorized by the Internal Revenue Service; and~~
- ~~4. Area teachers' credit unions.~~

~~Employees may request additional voluntary salary deductions or change the amount(s) of those deductions in accordance with administrative procedures.~~

~~EXCESS LEAVE~~

~~Deductions shall be made for unauthorized or excess personal leave or sick leave. [See DEC]~~

~~COMPREHENSIVE  
SAFETY PROGRAM~~

~~The District shall take every reasonable precaution regarding the safety of its students, employees, visitors, and all others with whom it conducts business. The Superintendent or designee shall be responsible for developing, implementing, and promoting a comprehensive safety program.~~

~~The general areas of responsibility include, but are not limited to, the following:~~

~~EMERGENCY  
STRATEGIES~~

~~1. Guidelines and procedures for responding to emergencies.~~

~~LOSS PREVENTION  
STRATEGIES~~

~~2. Program activities intended to reduce the frequency of accident and injury, including:~~

~~a. Inspecting work areas and equipment.~~

~~b. Training frontline and supervisory staff.~~

~~c. Establishing safe work procedures and regulations.~~

~~d. Reporting, investigating, and reviewing accidents.~~

~~e. Promoting responsibility for District property on the part of students, employees, and the community.~~

~~LOSS CONTROL  
STRATEGIES~~

~~3. Program activities intended to reduce the ultimate cost of accidents and injuries through investigation and documentation.~~

~~LOSS FINANCING  
STRATEGIES~~

~~4. Program activities that identify and develop prudent methods of financing loss costs on an annual basis, including the purchase of commercial insurance, self-insured retentions, and risk pooling.~~

~~VEHICULAR SAFETY  
STRATEGIES~~

~~5. Driver education programs, when available.~~

~~6. Vehicle safety programs.~~

~~7. Traffic safety programs and studies related to employees, students, and the community.~~

~~INFORMATION  
MANAGEMENT~~

~~The Superintendent or designee shall be responsible for the collection, storage, and analysis of relevant operational and historical data required to develop sound procedures for implementation and operation of the comprehensive safety program.~~

COMPREHENSIVE  
SAFETY PROGRAMS

The Superintendent or designee shall be responsible for developing, implementing, and promoting comprehensive safety programs designed to address the safety of students, employees, visitors, and all others with whom the District conducts its business.

**DELETED**

EMPLOYMENT OBJECTIVES  
OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS

DAC  
(LOCAL)

The Board establishes the following objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion, and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions.

1. Academic or technical preparation, supported by transcripts.
2. Proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions.
3. Experience.
4. Recommendations and references.
5. Appraisals and other performance evaluations.
6. The needs of the District.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
NEPOTISM

**DELETED**

DBE  
(LOCAL)

~~As of February 1988, full-time District employees shall not be assigned to a campus/department if related within the third degree by blood relationship or within the second degree by marriage to an administrator on that campus/department.~~

~~Current assignments of employees who would be affected by this policy, that were made before February 1988, shall be exempted from this provision.~~

## CURRENT

### ASSIGNMENT AND SCHEDULES

DK  
(LOCAL)

#### SUPERINTENDENT'S AUTHORITY

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

#### CAMPUS ASSIGNMENTS

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

#### SUPPLEMENTAL DUTIES

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

#### WORK CALENDARS AND SCHEDULES

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

#### PARENT NOTIFICATION

Parents of students shall be notified within 15 school days after the District assigns a teacher of record to a classroom or subject area for which the teacher is not certified under State Board for Educator Certification (SBEC) rules.

Parents of students in prekindergarten-grade 5 shall be notified within five school days after the District assigns a substitute teacher to a classroom or subject area or within five school days of the beginning of a school semester. Such notice shall indicate whether the substitute teacher is certified or noncertified under SBEC rules.



SUPERINTENDENT'S  
AUTHORITY

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

ASSIGNMENT OF  
RELATIVES

A full-time District employee shall not be assigned to a campus/department if related within the third degree by blood or within the second degree by marriage to an administrator on that campus/department. [See DBE(EXHIBIT)]

Current assignments of employees who would be affected by this policy that were made before February 1988 shall be exempted from this provision.

CAMPUS  
ASSIGNMENTS

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

SUPPLEMENTAL  
DUTIES

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

WORK CALENDARS  
AND SCHEDULES

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Parents of students shall be notified within 15 school days after the District assigns a teacher of record to a classroom or subject area for which the teacher is not certified under State Board for Educator Certification (SBEC) rules.

ASSIGNMENT AND SCHEDULES

DK  
(LOCAL)

Parents of students in prekindergarten–grade 5 shall be notified within five school days after the District assigns a substitute teacher to a classroom or subject area or within five school days of the beginning of a school semester. Such notice shall indicate whether the substitute teacher is certified or noncertified under SBEC rules.

## CURRENT

### ALTERNATIVE METHODS FOR EARNING CREDIT CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EHDC  
(LOCAL)

<del>TEST SELECTION</del>	<del>The Superintendent or designee shall be responsible for the development or selection of tests a student may use to earn course credit or accelerate to the next grade level without prior instruction in a course or grade level. Each examination shall thoroughly test the essential knowledge and skills in the applicable course or grade level.</del>
<del>TEST DATES</del>	<del>The Superintendent or designee shall establish a schedule of dates, in accordance with law, when examinations for acceleration shall be administered and shall ensure that the dates are published in appropriate District publications or on the District's Web site.</del>
<del>SPECIAL REQUESTS</del>	<del>The District may deny a parent's or student's request for an alternative examination or alternative date.</del>
<del>FEES</del>	<del>The District shall not charge for an examination for acceleration administered on the published dates or alternative dates.  However, the student's parent shall pay for an alternative examination approved by the District.</del>
<del>CREDIT APPROVAL</del>	<del>The Superintendent or designee shall approve acceleration to the next grade on the basis of a score of 80 percent or above on criterion-referenced tests that cover the essential knowledge and skills in each of the following areas: reading/language arts, mathematics, social studies, and science.</del>
<del>GRADES 1-8</del>	
<del>GRADES 9-12</del>	<del>The Superintendent or designee shall award course credit for an academic subject in which the student has had no prior instruction on the basis of a score of 80 percent or above on a criterion-referenced examination for acceleration for the applicable course.</del>
KINDERGARTEN ACCELERATION	The Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include: <ol style="list-style-type: none"><li>1. Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.</li><li>2. Recommendation of the kindergarten or preschool the student has attended.</li><li>3. Chronological age and observed social and emotional development of the student.</li><li>4. Other criteria deemed appropriate by the principal and Superintendent.</li></ol>

## REVISED

### ALTERNATIVE METHODS FOR EARNING CREDIT CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EHDC  
(LOCAL)

#### EXAMINATIONS FOR ACCELERATION OR COURSE CREDIT

If a student in grades 1–12 wishes to accelerate to the next grade level or earn course credit without having received prior instruction in the grade level or course, the District shall offer opportunities in accordance with state law and State Board rules for the student to take a Board-approved examination for this purpose.

#### KINDERGARTEN ACCELERATION

In accordance with State Board rules, the Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include:

1. Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.
2. Recommendation of the kindergarten or preschool the student has attended.
3. Chronological age and observed social and emotional development of the student.
4. Other criteria deemed appropriate by the principal and Superintendent.

The District shall attempt to ensure student safety through supervision of students in all school buildings, at all school-sponsored events or activities, and on all school grounds through special attention to the following:

1. Maintaining a reasonably safe school environment. [See CK, CLB]
2. Observing safe practices in those areas of instruction or extracurricular activities that offer special hazards. [See CKB]
3. Developing age-appropriate safety programs and activities for students at each grade level.
4. Emphasizing safety education to students enrolled in laboratory courses in science, industrial arts, health, and physical education. [See CK]
5. Providing first-aid for students in case of accident or sudden illness. [See FFAC]
6. Annually reviewing the adequacy of emergency procedures at each campus in the District and provide for staff training in such procedures. [See CKC]
7. Implementing appropriate crisis management procedures when emergencies occur. [See CKC]

The Superintendent and the principals shall develop plans and procedures for acquainting students with safe conduct and behavior in a variety of conditions and circumstances, including play and recreation, fire, severe weather, use of bicycles and automobiles, and use of school transportation. Teachers and administrators shall promote these procedures among students as appropriate.

RELEASE OF  
STUDENTS DURING  
THE SCHOOL DAY

In order to ensure student safety, students may be released from school only under the following circumstances:

1. Students may be excused for emergency reasons if the parent presents a written request to the principal.
2. A parent may pick up his or her child during school hours provided a request is made through the principal's office.
3. Students may be permitted to leave as authorized by the Superintendent.

Parents shall be notified in advance if students must remain after regular school hours or if they are transported from the campus for any reason.

STUDENT WELFARE  
STUDENT SAFETY

FFF  
(LOCAL)

The Superintendent shall establish appropriate procedures to ensure compliance with this policy.

## CURRENT

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

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**Note:** This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

SEXUAL HARASSMENT  
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.



STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

GENDER-BASED  
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

RETALIATION

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.

EXAMPLES

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

FALSE CLAIM

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.

PROHIBITED  
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING  
PROCEDURES

STUDENT REPORT

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.

EMPLOYEE REPORT

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

DEFINITION OF  
DISTRICT  
OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX  
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

ADA /  
SECTION 504  
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF  
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

~~immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending. If not, the District official shall refer the complaint for consideration under FFI.~~

~~If an investigation is required in accordance with this policy, the District official shall also determine whether the allegations, if proven, would constitute bullying, as defined by FFI.~~

~~If appropriate, the District shall promptly take interim action calculated to address prohibited conduct or bullying during the course of an investigation.~~

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE  
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION  
PROHIBITED  
CONDUCT

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

CORRECTIVE  
ACTION

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where harassment has occurred, and reaffirming the District's policy against discrimination and harassment.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

BULLYING	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
IMPROPER CONDUCT	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
CONFIDENTIALITY	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
APPEAL	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
RECORDS RETENTION	Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).
ACCESS TO POLICY AND PROCEDURES	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's <del>Web site</del> , to the extent practicable, and readily available at each campus and the District's administrative offices.

## REVISED

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

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**Note:** This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

SEXUAL HARASSMENT  
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

GENDER-BASED  
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the



STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

	<p>student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.</p>
RETALIATION	<p>The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.</p>
EXAMPLES	<p>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</p>
FALSE CLAIM	<p>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.</p>
PROHIBITED CONDUCT	<p>In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>
REPORTING PROCEDURES	<p>Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.</p>
STUDENT REPORT	
EMPLOYEE REPORT	<p>Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.</p>
DEFINITION OF DISTRICT OFFICIALS	<p>For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.</p>
TITLE IX COORDINATOR	<p>Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:</p>

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

ADA /  
SECTION 504  
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF  
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

INITIAL  
ASSESSMENT

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immedi-

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

ately undertake an investigation, except as provided below at CRIMINAL INVESTIGATION.

If the District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

INTERIM ACTION

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

DISTRICT INVESTIGATION

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CRIMINAL INVESTIGATION

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

CONCLUDING THE INVESTIGATION

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

NOTIFICATION OF OUTCOME

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

DISTRICT ACTION	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.
PROHIBITED CONDUCT	
CORRECTIVE ACTION	Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where <u>prohibited conduct</u> has occurred, and reaffirming the District's policy against discrimination and harassment.
BULLYING	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
IMPROPER CONDUCT	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
CONFIDENTIALITY	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
APPEAL	A student <u>or parent</u> who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student <u>or parent</u> shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
RECORDS RETENTION	Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).
ACCESS TO POLICY AND PROCEDURES	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's <u>website</u> , to the extent practicable, and readily available at each campus and the District's administrative offices.

**INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES**

**BACKGROUND INFORMATION:**

Mrs. Julie Thompson, Board President, will appoint board members to serve on standing and ad hoc committees for the 2014-2015 school year. Last year's committees and members are:

	<b>2013-14</b>	<b>2014-15</b>
<b><u>STANDING COMMITTEES</u></b>		
<b>POLICY REVIEW COMMITTEE</b>	Frank Torres Kathryn Kaminski Anna Gonzales	_____ _____ _____
<b>FINANCIAL AUDIT COMMITTEE</b>	Rhonda Zacharias Dar Hakimzadeh Julie Thompson Michael Richard**	_____ _____ _____
<b>FACILITIES COMMITTEE</b>	Julie Thompson Kathryn Kaminski Kay Danziger Sam Hopkins**'	_____ _____ _____
<b>ATTENDANCE BOUNDARY COMMITTEE</b>	Dar Hakimzadeh Frank Torres Rhonda Zacharias	_____ _____ _____
<b>INFORMATION TECHNOLOGY COMMITTEE</b>	Rhonda Zacharias Kay Danziger Jack Christiana**	_____ _____ _____
<b>GOVERNMENT AFFAIRS COMMITTEE</b>	Julie Thompson Dar Hakimzadeh Karen Mendoza**	_____ _____ _____

\*\* Advisory Member

**PROGRAM DESCRIPTION:**

If board members have an interest in specific committees, please contact Mrs. Thompson.

**INFORMATION ITEM: BUDGET WORKSHOP**

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2014-15 budget. Legislative topics and the status of budget development will be discussed.

Resource Person: Jill Ludwig, Chief Financial Officer

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF MAY 31, 2014)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2014.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through May 31, 2014, Lamar had collected 98.2% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- 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  
May 2014

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
13	\$ 637,132.08	\$ 57,615.99	\$ 7,222.57	\$ 701,970.64	\$ 476,708.91	\$ 50,331.48	\$ 160,423.17	\$ 14,507.08
12	\$ 60,283.73	\$ 10,165.40	\$ 9,650.92	\$ 80,100.05	\$ 45,104.88	\$ 17,256.70	\$ 15,178.85	\$ 2,559.62
11	\$ 28,788.73	\$ 3,981.25	\$ 3,381.56	\$ 36,151.54	\$ 21,125.85	\$ 6,303.13	\$ 7,662.88	\$ 1,059.68
10	\$ (2,931.64)	\$ 570.75	\$ 1,198.01	\$ (1,162.88)	\$ (2,191.56)	\$ 1,624.64	\$ (740.08)	\$ 144.12
09	\$ 3,293.33	\$ (1,151.70)	\$ 495.82	\$ 2,637.45	\$ 2,606.20	\$ (398.40)	\$ 687.13	\$ (257.48)
08	\$ 5,414.56	\$ (2,139.94)	\$ (535.47)	\$ 2,739.15	\$ 4,259.39	\$ (2,215.26)	\$ 1,155.17	\$ (460.15)
07	\$ (3,905.06)	\$ (2,250.46)	\$ 123.20	\$ (6,032.32)	\$ (3,008.82)	\$ (1,610.57)	\$ (896.24)	\$ (516.69)
06	\$ (5,397.83)	\$ (2,717.25)	\$ 236.01	\$ (7,879.07)	\$ (4,638.88)	\$ (2,099.17)	\$ (758.95)	\$ (382.07)
05	\$ (4,811.66)	\$ (2,733.05)	\$ 274.83	\$ (7,269.88)	\$ (4,253.56)	\$ (2,142.26)	\$ (558.10)	\$ (315.96)
04	\$ 210.90	\$ 257.00	\$ 93.10	\$ 561.00	\$ 184.37	\$ 317.78	\$ 26.53	\$ 32.32
03	\$ 186.50	\$ 251.53	\$ 76.65	\$ 514.68	\$ 162.40	\$ 295.76	\$ 24.10	\$ 32.42
02	\$ 217.35	\$ 319.41	\$ 80.51	\$ 617.27	\$ 209.01	\$ 387.58	\$ 8.34	\$ 12.34
01	\$ 129.69	\$ 206.14	\$ 50.37	\$ 386.20	\$ 121.35	\$ 243.17	\$ 8.34	\$ 13.34
00	\$ 217.61	\$ 372.99	\$ 88.59	\$ 679.19	\$ 198.54	\$ 428.79	\$ 19.07	\$ 32.79
99	\$ 49.10	\$ 89.01	\$ 20.71	\$ 158.82	\$ 48.65	\$ 108.89	\$ 0.45	\$ 0.83
98	\$ 97.30	\$ 167.94	\$ 33.35	\$ 298.59	\$ 93.28	\$ 195.04	\$ 4.02	\$ 6.25
97	\$ 116.91	\$ 233.12	\$ 52.51	\$ 402.54	\$ 111.41	\$ 274.86	\$ 5.50	\$ 10.77
96	\$ 240.39	\$ 495.02	\$ 106.69	\$ 842.10	\$ 228.16	\$ 577.81	\$ 12.23	\$ 23.90
95	\$ 125.43	\$ 260.35	\$ 57.87	\$ 443.65	\$ 121.07	\$ 309.68	\$ 4.36	\$ 8.54
94	\$ 122.02	\$ 259.14	\$ 57.17	\$ 438.33	\$ 118.00	\$ 308.43	\$ 4.02	\$ 7.88
93	\$ 121.72	\$ 263.62	\$ 57.80	\$ 443.14	\$ 118.25	\$ 314.62	\$ 3.47	\$ 6.80
92	\$ 49.73	\$ 131.78	\$ 27.23	\$ 208.74	\$ 49.73	\$ 159.01	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 719,750.89</b>	<b>\$ 64,648.04</b>	<b>\$ 22,850.00</b>	<b>\$ 807,248.93</b>	<b>\$ 537,476.63</b>	<b>\$ 70,971.71</b>	<b>\$ 182,274.26</b>	<b>\$ 16,526.33</b>



**Lamar Consolidated ISD  
Tax Collections  
September 1, 2013-August 31, 2014  
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5-31-14
13	\$ 142,546,725.94	\$ 6,924,893.32	\$ 149,471,619.26	\$ 146,722,326.42	\$ 470,110.03	\$ 30,659.44	\$ 147,223,095.89	\$ 2,749,292.84
12	\$ 1,236,663.96	\$ (31,148.18)	\$ 1,205,515.78	\$ 645,098.00	\$ 146,486.21	\$ 156,942.71	\$ 948,526.92	\$ 560,417.78
11	\$ 546,327.21	\$ 72,257.59	\$ 618,584.80	\$ 243,189.15	\$ 52,631.42	\$ 37,819.26	\$ 333,639.83	\$ 375,395.65
10	\$ 396,600.60	\$ 54,720.97	\$ 451,321.57	\$ 150,121.26	\$ 31,574.92	\$ 17,787.64	\$ 199,483.82	\$ 301,200.31
09	\$ 326,256.10	\$ 68,706.83	\$ 394,962.93	\$ 148,207.98	\$ 30,539.37	\$ 15,410.50	\$ 194,157.85	\$ 246,754.95
08	\$ 259,568.71	\$ 63,883.07	\$ 323,451.78	\$ 110,130.54	\$ 15,722.06	\$ 5,016.90	\$ 130,869.50	\$ 213,321.24
07	\$ 245,848.11	\$ 11,460.74	\$ 257,308.85	\$ 38,293.64	\$ 13,166.84	\$ 3,687.67	\$ 55,148.15	\$ 219,015.21
06	\$ 178,805.61	\$ (5,984.15)	\$ 172,821.46	\$ 26,910.82	\$ 20,372.74	\$ 7,669.69	\$ 54,953.25	\$ 145,910.64
05	\$ 191,664.56	\$ (1,247.44)	\$ 190,417.12	\$ 14,427.22	\$ 12,829.20	\$ 4,262.09	\$ 31,518.51	\$ 175,989.90
04	\$ 115,403.37	\$ (774.67)	\$ 114,628.70	\$ 7,533.52	\$ 7,491.73	\$ 2,662.52	\$ 17,687.77	\$ 107,095.18
03	\$ 61,574.39	\$ (1,437.72)	\$ 60,136.67	\$ 3,561.90	\$ 4,358.17	\$ 920.67	\$ 8,840.74	\$ 56,574.77
02	\$ 45,766.37	\$ (877.57)	\$ 44,888.80	\$ 4,846.05	\$ 6,388.50	\$ 1,556.00	\$ 12,790.55	\$ 40,042.75
01	\$ 39,476.19	\$ (728.40)	\$ 38,747.79	\$ 2,675.10	\$ 3,998.84	\$ 929.56	\$ 7,603.50	\$ 36,072.69
00	\$ 33,046.85	\$ (563.46)	\$ 32,483.39	\$ 1,977.85	\$ 3,155.78	\$ 744.01	\$ 5,877.64	\$ 30,505.54
99	\$ 35,999.90	\$ (449.15)	\$ 35,550.75	\$ 1,970.24	\$ 3,406.91	\$ 788.29	\$ 6,165.44	\$ 33,580.51
98	\$ 27,275.17	\$ (362.36)	\$ 26,912.81	\$ 2,240.43	\$ 4,026.29	\$ 906.41	\$ 7,173.13	\$ 24,672.38
97	\$ 23,982.78	\$ (447.31)	\$ 23,535.47	\$ 2,198.59	\$ 4,213.90	\$ 940.42	\$ 7,352.91	\$ 21,336.88
96	\$ 25,664.08	\$ (424.76)	\$ 25,239.32	\$ 2,899.81	\$ 5,824.84	\$ 1,254.27	\$ 9,978.92	\$ 22,339.51
95	\$ 25,336.11	\$ (216.95)	\$ 25,119.16	\$ 1,948.27	\$ 4,027.55	\$ 860.83	\$ 6,836.65	\$ 23,170.89
94	\$ 19,128.12	\$ (229.66)	\$ 18,898.46	\$ 1,920.01	\$ 4,102.52	\$ 868.11	\$ 6,890.64	\$ 16,978.45
93	\$ 11,038.63	\$ (91.70)	\$ 10,946.93	\$ 909.19	\$ 2,212.32	\$ 468.23	\$ 3,589.74	\$ 10,037.74
92	\$ 7,811.68	\$ (212.57)	\$ 7,599.11	\$ 711.96	\$ 1,850.99	\$ 384.44	\$ 2,947.39	\$ 6,887.15
91 & prior	\$ 17,743.56	\$ -	\$ 17,743.56	\$ 688.02	\$ 2,031.39	\$ 407.89	\$ 3,127.30	\$ 17,055.54
<b>Totals</b>	<b>\$146,417,708.00</b>	<b>\$7,150,726.47</b>	<b>\$153,568,434.47</b>	<b>\$ 148,134,785.97</b>	<b>\$850,522.52</b>	<b>\$292,947.55</b>	<b>\$149,278,256.04</b>	<b>\$5,433,648.50</b>

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

<b>MONTH</b>	<b>2013-2014</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>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>	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%
<b>NOV</b>	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%
<b>DEC</b>	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%
<b>JAN</b>	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%
<b>FEB</b>	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%
<b>MAR</b>	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%
<b>APR</b>	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%
<b>MAY</b>	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%
<b>JUNE</b>		98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%
<b>JULY</b>		99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%
<b>AUG</b>		99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-14 TAX COLLECTIONS  
AS OF MAY 31, 2014**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 5-31-14</b>	<b>% OF BUDGET COLLECTED</b>
2013	2013-14	\$145,701,377	\$146,722,326	100.70%
2012 & Prior	2012-13 & Prior	\$2,150,000	\$1,412,460	65.70%
<b>TOTAL</b>		<b>\$147,851,377</b>	<b>\$148,134,786</b>	<b>100.19%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF MAY 31, 2014**

Exhibit E

SCHOOL YEAR TAX YEAR	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726
1 Collections	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	140,561,034	146,722,326
Adj. To Roll	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,924,893
2 Collections	\$ 1,484,532	\$ 1,349,141	1,050,557	915,762	645,098	
Adj. To Roll	\$ (65,264)	\$ (117,676)	53,764	(64,337)	(31,148)	
3 Collections	\$ 248,471	\$ 368,541	329,317	243,189		
Adj. To Roll	\$ 96	\$ 67,079	13,438	72,258		
4 Collections	\$ 223,830	177,479	150,121			
Adj. To Roll	\$ 102,644	(27,690)	54,721			
5 Collections	129,732	\$ 148,208				
Adj. To Roll	28,960	\$ 68,707				
6 Collections	\$ 110,130					
Adj. To Roll	\$ 63,883					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 125,368,147	\$ 130,197,785	\$ 133,616,015	\$ 137,276,658	\$ 141,206,132	\$ 146,722,326
<b>ADJUSTED TAX ROLL</b>	\$ 125,581,468	\$ 130,444,541	\$ 133,917,213	\$ 137,652,053	\$ 141,766,550	\$ 149,471,619
<b>BALANCE TO BE COLLECTED</b>	\$ 213,321	\$ 246,755	\$ 301,199	\$ 375,395	\$ 560,418	\$ 2,749,293
<b>ADJ. TAXABLE VALUE</b>	\$ 9,677,607,046	\$ 10,052,367,016	\$ 9,814,020,254	\$ 9,902,669,208	\$ 10,198,665,533	\$ 10,752,967,106
<b>TOTAL % COLLECTIONS AS OF MAY 31, 2014</b>	99.8%	99.8%	99.8%	99.7%	99.6%	98.2%
<b>TAX RATE</b>	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005	1.39005

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Bass Construction (Lamar HS Baseball/Softball Complex)	Application # 11	\$	<b>8,826.83</b>
Bass Construction (Misc. Renovations)	Application # 1	\$	<b>374,439.42</b>
Charlie Kalkomey (Arredondo Elementary)	Application # 1	\$	<b>9,800.00</b>
Drymalla Construction (Arredondo Elementary)	Application # 1	\$	<b>254,196.25</b>
Gamma Construction (Natatorium #2)	Application # 4	\$	<b>803,130.00</b>
Gamma Construction (Traylor Stadium)	Application # 2	\$	<b>308,047.00</b>
PBK Architects (Arredondo Elementary – Reimbursables)	Application # 1	\$	<b>294.00</b>
PBK Architects (Arredondo Elementary – Reimbursables)	Application # 2	\$	<b>13,130.00</b>
Terracon (ALC)	Application # 1	\$	<b>985.00</b>
Terracon (Arredondo Elementary)	Application # 1	\$	<b>1,635.00</b>
Terracon (Arredondo Elementary)	Application # 2	\$	<b>906.25</b>
Terracon (Lamar HS Baseball/Softball Complex)	Application # 13	\$	<b>165.00</b>
Terracon (Natatorium #2)	Application # 5	\$	<b>3,527.50</b>

Terracon (Travis Elementary)	Application # 1	\$	<b>415.00</b>
Terracon (Travis Elementary)	Application # 2	\$	<b>1,650.00</b>
Terracon (Traylor Stadium)	Application # 2	\$	<b>4,380.00</b>
Terracon (Traylor Stadium)	Application # 3	\$	<b>1,600.00</b>
VLK Architects (Misc. Renovations 2014 - Reimbursables)	Application # 1	\$	<b>14,244.23</b>

Resource person: Kevin McKeever, Administrator for Operations

**INFORMATION ITEM: REGION 4 – MAINTENANCE AND OPERATIONS UPDATE**

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 indicate actions that have taken place since the last regular board meeting.

**Work Request Summary for May, 2014:**

- The Department completed 1,316 requests with 140 new requests
- 37 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Hanging a back drop on the stage at Campbell Elementary
- Prepping and filling expansion joints on the front sidewalk areas at Campbell Elementary
- Installing a new restroom soap dispenser at Meyer Elementary
- Cleaning the exterior wall of a portable at Smith Elementary
- Installing a new paper dispenser in the clinic area at Jackson Elementary
- Repairing a door holder in a classroom at Jackson Elementary
- Cleaning the high windows in the library at Jackson Elementary
- Removing the balls from the roof area at Pink Elementary
- Installing a new paper towel dispenser in a classroom at Pink Elementary
- Repairing a bench in the playground area at Huggins Elementary
- Re-installing a partition in a restroom at George Ranch High
- Installing a bumper coat hook to a stall door in a restroom at Hubenak Elementary
- Re-installing a latch on stall door in a restroom at Hubenak Elementary
- Installing a new counter leg for counter in the library area at Austin Elementary
- Caulking a crack in a mop sink at Velasquez Elementary
- Repairing doors to both locker rooms at George Junior High
- Replacing a soap dispenser in a restroom at McNeill Elementary
- Adding new insulation to a water pipe at McNeill Elementary
- Moving bookshelves in a classroom at Jane Long Elementary
- Replacing an outside corner on a portable building window at Alternative Learning Center
- Replacing a restroom lavatory faucet at Lamar High
- Replacing a drain valve and piping on a steam table in the kitchen at Frost Elementary
- Replacing a hallway exit sign at Bowie Elementary
- Replacing burned wiring from breaker panel for a portable at Travis Elementary

- Reprogramming the bell schedule at Terry High
- Adding locks on cabinet doors at Briscoe Junior High
- Replacing the fire alarm system batteries at Hubenak Elementary
- Replacing a smoke detector at Wessendorff Middle
- Replacing an electric drinking fountain at Briscoe Junior High
- Replacing an area water heater in the clinic area at Meyer Elementary
- Replacing a dimmer switch for the stage lights at Campbell Elementary
- Replacing ballasts and bulbs on various pole lights at Wessendorff Middle
- Reprogramming the system bell schedule at Navarro Middle
- Turning off all intercom system speakers in the 1600 hallway at George Ranch High
- Rekeying the door locks on portable buildings at Beasley Elementary
- Resetting the fire alarm system dialer at George Ranch High
- Replacing the fire alarm system batteries at George Junior High
- Replacing a window glass in the ticket booth at Foster High baseball field
- Repairing a ramp to a portable at Campbell Elementary
- Changing ceiling tiles in the office area at Smith Elementary
- Tightening the hand railing on the ramps to the portables at Smith Elementary
- Installing four shelves in an office at Terry High
- Repairing a computer tray in the computer lab at Jackson Elementary
- Repairing a faucet in a staff restroom at Adolphus Elementary
- Repairing a bathroom door at George Ranch High
- Repairing the ceiling in a restroom at Foster High
- Repairing a key board tray in an office at Reading Junior High
- Removing backdrop from the stage and moved to storage at Campbell Elementary
- Repainting the wall where cabinets were removed at Jane Long Elementary
- Repairing the roof on a portable building at Huggins Elementary
- Closing a lens cover on a light fixture in the cafeteria at Lamar Junior High
- Placing a tarp and frame over the scoreboard table on the pool deck area at the Natatorium
- Repairing a drawer on a counter top at Transportation Satellite
- Installing a new sign in the front of the Distribution Center
- Reinstalling a fire extinguisher in a classroom at Lamar High
- Repairing a pull down map in a classroom at McNeill Elementary
- Repairing a paper towel dispenser in a restroom at Hubenak Elementary
- Installing a new soap dispenser in a restroom at Jackson Elementary
- Changing ceiling tiles in a classroom at Frost Elementary
- Re-gluing cove base in the hallways at Lamar Junior High
- Unstopping a sewer drain in the kitchen at Travis Elementary
- Repairing exit lights at Campbell Elementary
- Responding to an after-hours call due to a power outage in the cafeteria at Lamar High
- Replacing a broken lock at Navarro Middle
- Replacing a fire alarm system pull station tamper cover at Lamar Junior High



- Resetting the fire alarm system dialer at Austin Elementary
- Removing graffiti from a sky light at Foster High
- Adjusting a closet door in a classroom at Travis Elementary
- Installing a new pencil sharpener in a classroom at Travis Elementary

### **Energy Management:**

Energy management assisted by:

- Reviewing monthly utility bills
- Walking facilities in the evening to ensure proper shut-down
- Projecting utility consumptions for Arredondo and the new Natatorium
- Reviewing critiques from Energy PowerPoint presentations
- Completion of irrigation with reclaimed water for Terry High and George Junior High football competition and practice fields.
- Reviewing shutdown days submitted by District locations
- Reviewing portable building location moves and planning the HVAC scheduling
- Reviewing suggestions made by the principals and making changes to Energy PowerPoint presentations
- Attending Automated Logic quarterly meeting to review companies services
- Working on summer facility schedules

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

The Operations Department assisted by:

- Scheduling Gillen Pest Control services district-wide
- Providing rodent control at Jane Long, Seguin, Lamar Junior High, and Terry High
- Providing ant control district-wide
- Removing bees from Jackson Elementary and Austin Elementary
- Removing wasps at Austin Elementary
- Removing bees at George Ranch High and Lamar High
- Applying weed control at Lamar High
- Mowing all athletic fields
- Mowing all the high school blocks
- Delivered tables and chairs for testing to Briscoe Junior High
- Painting the softball field for the playoffs at George Ranch High
- Delivering risers from Hubenak Elementary to Thomas Elementary
- Delivering risers from Terry High to Lamar High
- Mowing on Saturday at Brazos Crossing, Smith, and the islands at Foster High
- Moving furniture from the portables at McNeill Elementary to Band Road
- Painting the Lamar baseball fields for the playoffs
- Picking up tables from Frost Elementary
- Disassembling weights at Lamar High

- Painting the main field for the spring fling games at Foster High and George Ranch High
- Delivering tables to Huggins Elementary, Meyer Elementary, and Briscoe Junior High
- Overseeing the installation of the new play swings at Hubenak Elementary
- Delivering tables to Austin Elementary and Briscoe Junior High
- Delivering chairs to the gym at Lamar High for graduation practice
- Setting up cones in front of the school at Hutchison Elementary
- Delivering a student desk to the front office area at Hutchison Elementary
- Removing trash from the grounds at Hutchison Elementary
- Using the micromatic on all floors at Hutchison Elementary
- Repairing a clock in the cafeteria at Seguin Early Childhood Center
- Putting risers back in storage at Seguin Early Childhood Center
- Delivering two tables to the library at Seguin Early Childhood Center
- Delivering three boxes of copy paper to the office area at Seguin Early Childhood Center
- Removing a microphone and tables from the board room at Brazos Crossing
- Replacing lamps in various areas throughout Brazos Crossing
- Removing trash from the grounds at Travis Elementary
- Sweeping all entrances at Travis Elementary
- Cleaning up vomit in a restroom at Travis Elementary
- Setting up two tables for Donuts for Mom at Travis Elementary
- Cleaning the back entrance windows at Pink Elementary
- Delivering tables and chairs to the gym for a program at Jackson Elementary
- Opening up for a banquet and a dance event at Terry High
- Replacing lamps in the portables at Campbell Elementary
- Opening the auditorium for the Keller Academy at Terry High
- Setting up tables in the large gym for a year book sale at Terry High
- Removing three rows of tables and chairs for a college sign up in the cafeteria at Terry High
- Relocating six boxes from the office area to storage at Seguin Early Childhood Center
- Moved 15 chairs to storage at Seguin Early Childhood Center
- Setting up for a parent meeting at Seguin Early Childhood Center
- Replacing ceiling tiles that were out of place in the gym at Hutchison Elementary
- Setting up for a performance in the gym at Hutchison Elementary
- Cleaning up blood in a classroom at Taylor Ray Elementary
- Cleaning up the service yard area at Taylor Ray Elementary
- Polishing tables at Brazos Crossing
- Setting up for a board workshop at Brazos Crossing
- Opening doors for substitutes at Hutchison Elementary
- Cleaning up vomit in the hallway at Hutchison Elementary
- Setting up for church services at Hutchison Elementary
- Repairing chairs in the first grade area at Travis Elementary
- Picking up 40 chairs from the library at Travis Elementary

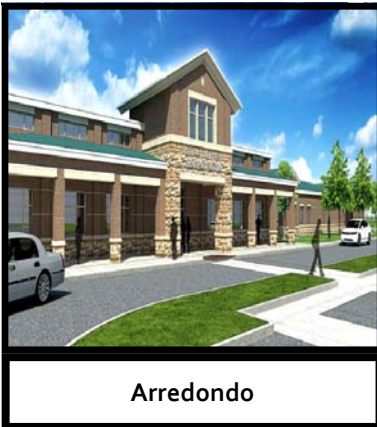
- Removing chairs and tables in cafeteria for band tryouts at Terry High
- Setting up 300 chairs for the kindergarten celebration at Taylor Ray Elementary
- Mopping up water in a restroom at Taylor Ray Elementary
- Cleaning up feces in the hallway at Taylor Ray Elementary
- Cleaning up blood in a restroom at Taylor Ray Elementary
- Cleaning the blue trashcans outside at Taylor Ray Elementary
- Delivering six folding tables for an activity at Campbell Elementary
- Helping set up for field day at Briscoe Junior High
- Setting up 20 tables at Briscoe Junior High
- Cleaning the front windows in the office area at Wessendorff Middle
- Removing trash from the grounds area at Wessendorff Middle
- Cleaning up vomit in the hallway at Wessendorff Middle
- Shampooing several rooms at Brazos Crossing
- Cleaning front windows at Jackson Elementary
- Removing water from the carpet in various classrooms at Jackson Elementary
- Setting up chairs in the gym for a class graduation at Jackson Elementary
- Delivering tables for an activity to Campbell Elementary
- Setting up 200 chairs in the gym for an event at Campbell Elementary
- Moving 20 folding chairs to storage at Campbell Elementary
- Setting up for graduation practice at Terry High
- Opening up for Pro Grad at Terry High
- Removing 28 boxes from the office at Seguin Early Childhood Center
- Setting up 50 chairs for Head Start meeting at Seguin Early Childhood Center
- Cleaning up broken glass in the main hallway at Hutchison Elementary
- Adding two soap dispensers in a restroom at Hutchison Elementary
- Turning the lights on and off for a DJ party at Hutchison Elementary
- Cleaning up vomit in the main hallway at Taylor Ray Elementary
- Cleaning up urine in a restroom at Taylor Ray Elementary

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)

# Lamar CISD 2011 Bond Program Monthly Report



June 2014



Arredondo

## 2006 Bond Program Projects

### Transportation Satellite Facility

- Projected close-out for the Satellite Transportation is July 2014.

### Lamar High School Baseball/Softball Complex

- Project is substantially completed.
- Resinous flooring is being installed in locker rooms and restrooms.
- Contractor is working on final grading in the northwest corner of the site.

## 2011 Bond Program Projects

### Adolphus Elementary

- Project is complete.

### Agricultural Barn Renovations

- Project is complete.

### Arredondo Elementary

- Work continues on the foundation. As of June 06, 2014, 312 of 487 (64%) of the piers have been placed.
- On site storm drain work continues.
- Underslab plumbing rough-in has started.
- A coordination meeting with the metal building fabricator was held June 04, 2014.
- CenterPoint terms and conditions were approved by the Board at the regular Board Meeting in May. Documents and payment have been sent to CenterPoint to release the work.
- The next project meeting is scheduled for Wednesday June 11, 2014 with Gilbane, PBK, Drymalla Construction, and the District.



Churchill Fulshear (Jr.) HS

### George Ranch High School Build-Out

- Project is complete.

### Churchill Fulshear (Jr.) HS and Dean Leaman JHS

- The latest design committee meeting was held on Thursday April 3, 2014. Updated exterior elevations were presented and well received by the committee.
- An information item regarding design updates was presented at the April Board meeting.
- A recommendation will be made to the Board of Trustees at the June 2014 board meeting to accept the Construction Manager's GMP (Guaranteed Maximum Price) for the construction of the Fulshear High School Complex.



Dean Leaman JHS



ALC

### **Miscellaneous Renovations to Terry HS, Lamar HS, George JHS, Jackson ES, & Bowie ES**

- Project is complete.

### **Miscellaneous Renovations to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES, & Travis ES**

#### ALC

- Piers have been drilled for new addition.
- The building addition underground electrical has been inspected and approved.
- The underground plumbing has been completed and inspected.
- The building addition foundation and grade beams have been poured.
- The west portion of the parking lot has been paved along with the new driveway.
- A-Rocket has moved front office staff and the ag shop equipment so that construction can begin in these areas.
- Abatement of existing floor tile in the front office is in progress.

#### Austin Elementary

- Isolation valves will be installed this week so that the air handler replacement can be phased by zones throughout the school.

#### Beasley Elementary

- Isolation valves will be installed this week so that the air handler replacement can be phased by zones throughout the school.

#### Foster H.S.

- A-Rocket removed all remaining items from the Foster Ag shop so construction work can start.

#### Lamar JHS

- Two existing boilers will be abated and removed the week of June 9<sup>th</sup>.

#### Lamar HS

- Cooling tower has been ordered.
- The existing boiler at the Lamar HS fieldhouse has been abated and removed.

#### Taylor Ray Elementary

- Construction start will be June 16, 2014.

#### Travis Elementary

- Concrete has been poured for the new staff parking area.
- Construction fencing has been installed at the front of the school for the installation of a new canopy and dropoff.
- An arborist has been out to observe the existing trees at the front of the school and made recommendations for fertilizing and care during the construction work.



Travis



Natatorium



Natatorium



Traylor Stadium Renovations



Traylor Stadium Renovations

### New Natatorium

- Underground sanitary rough-in on the east side of the building is complete and prep work has begun for the slab on grade.
- Stem wall construction is complete on the east side of the building except for sections which will be poured with the slab. The slab on grade for the storage area has been placed.
- All building columns are complete.
- The first six of eight glu-laminated beams have been placed. Purlins and wood decking are being installed.
- Masonry work has begun on the west and north sides of the building.
- Interior plumbing rough-in has started.
- The next project meeting is scheduled for Wednesday, June 18, 2014 with Gilbane, PBK, Drymalla Construction, and the District.

### Polly Ryon Middle School

- Project is complete.

### Satellite Transportation Center Phase II

- PBK Architects are working on design development for this project. A presentation will be made to the LCISD Board of Trustees in the near future.

### Traylor Stadium Renovations

- In wall electrical rough-in is complete on Buildings 1 and 2.
- Interior masonry walls are complete on Buildings 1 and 2.
- Roof deck, insulation and ice/water shield have been installed on Buildings 1 and 2.
- Face brick installation is 95% complete on Building 1 and approximately 80% complete on Building 2.
- Installation of sanitary sewer for Building 1 is scheduled for June 11, 2014.
- The next project meeting is scheduled for Wednesday, June 18, 2014 with Gilbane, PBK, Drymalla Construction, and the District.

### Track & Turf

- Project is complete.



EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$193,421,228	45,002,256	148,418,973	32,952,737
EXISTING FACILITIES	23,791,754	17,508,379	6,283,376	9,820,411
TECHNOLOGY	21,168,000	0	0	0
TRANSPORTATION	6,100,779	5,263,874	836,905	5,263,874
LAND	2,913,854	1,780,793	1,133,061	1,780,793
MISCELLANEOUS	1,763,600	0	0	0
TOTAL	\$249,159,215	\$69,555,302	\$156,672,315	\$49,817,815

**INFORMATION ITEM: QUARTERLY ENERGY MANAGEMENT REPORT  
January – April 2012, 2013, 2014**

In this report the District reflects an overall decrease of 529,644.75 Kwh for January through April for the previous year, 2103. For the same time period compared to the year 2012 the report reflects a decrease of 1,866,350.65 Kwh.

Using the baseline approach, the District reflects a decrease of 605,922 Kwh for January through April from the previous year, 2013. For the same time period compared to the year 2012 the reports a decrease of 2,431,598.90 Kwh. The baseline does not include Adolphus Elementary, Lamar Baseball/Softball, and Ryon Middle. These locations have not completed a year of operation to develop their baselines.

Over the past months we have evaluated our temperature set-points. We have been able to create set-point ranges which gives the equipment flexibility to not run as long. This creates a savings in usage and it can increase the comfort level in the locations that were affected by this adjustment. We are changing out some of our higher wattage for lower wattage exterior fixtures without the loss of illumination.

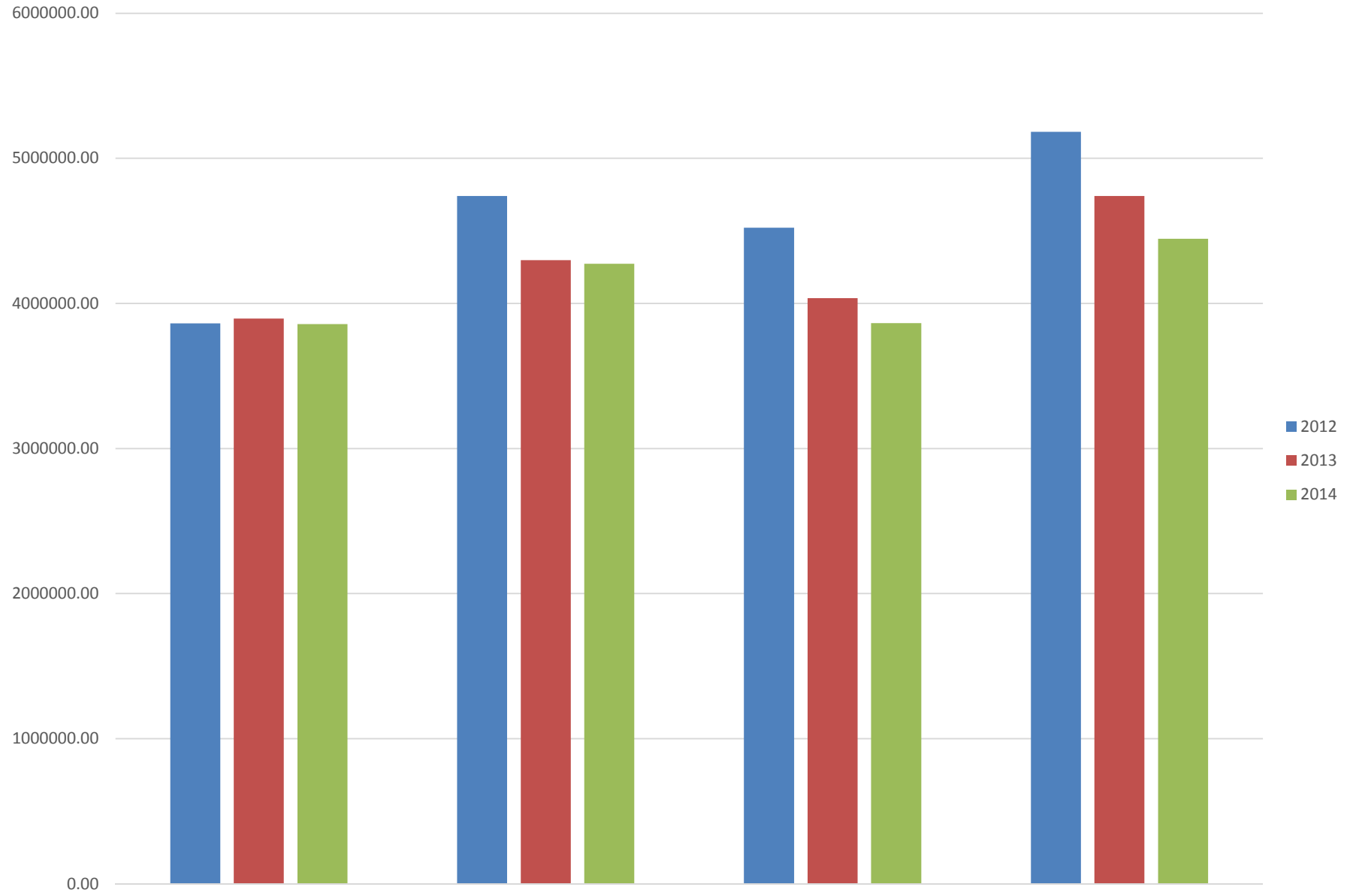
Gas Aggregation provided through the Texas General Land Office has begun at our secondary campus blocks. The Terry High athletic fields are now using reclaimed water for irrigation only. The reclaimed water is provided by the City of Rosenberg.

Resource Person: J. Kevin McKeever, Administrator for Operations



Lamar CISD, January - April 2012, 2013, 2014

261



**Lamar CISD  
SnapShot - Kwh Usage**

Use	Year		
Month	2012	2013	2014
January	3,863,003.90	3,895,493.00	3,858,197.45
February	4,740,456.00	4,298,593.00	4,273,613.25
March	4,522,058.00	4,036,177.00	3,864,317.45
April	5,181,919.00	4,740,468.00	4,444,958.10
Total Kwh	18,307,436.90	16,970,731.00	16,441,086.25
Adolphus Elementary		240,454.00	269,568.00
Lamar Baseball/Softball			69,504.00
Ryon Middle		248,517.00	226,176.00
		488,971.00	565,248.00
		16,970,731.00	16,441,086.00
		-488,971.00	-565,248.00
Base Line	18,307,436.90	16,481,760.00	15,875,838.00

**Lamar CISD**  
**Electrical Kwh Usage**  
**January - April 2012, 2013, 2014**

Total Use	Year		
Building	2012	2013	2014
1621 Place	21,449.00	17,621.00	24,589.00
Alternative Learning Center	108,480.00	93,888.00	91,392.00
Austin Elementary	254,400.00	227,904.00	213,696.00
Beasley Elementary	217,920.00	204,288.00	195,264.00
Bowie Elementary	302,208.00	255,168.00	254,016.00
Briscoe Junior High	1,179,277.00	874,213.00	778,160.40
Campbell Elementary	467,805.00	420,529.00	377,967.25
Dickinson Elementary	341,856.00	302,688.00	300,672.00
Foster High School	1,092,333.00	991,933.00	967,158.80
Frost Elementary	392,420.00	340,514.00	304,135.25
Huggins Elementary	330,388.00	329,991.00	346,248.00
Jackson Elementary	319,846.00	272,307.00	241,081.00
Lamar High School	2,999,233.00	2,641,817.00	2,342,316.60
Meyer Elementary	296,744.00	273,540.00	264,759.00
Navarro Middle School	329,088.00	291,648.00	276,096.00
Pink Elementary	405,534.00	326,256.00	319,989.00
Seguin Elementary	203,309.00	194,367.00	192,220.00
Smith Elementary	256,896.00	162,816.00	147,264.00
Taylor Ray Elementary	336,672.00	317,088.00	319,393.00
Terry High School	1,197,349.00	1,112,316.00	1,122,623.10
Travis Elementary	369,792.00	308,352.00	309,025.25
Williams Elementary	409,344.00	317,568.00	323,328.00
Lamar Junior High	0.00	0.00	0.00
Natatorium	88,108.00	107,671.00	131,529.00
Brazos Crossing	202,944.00	208,704.00	253,440.00
Hutchinson Elementary	398,967.00	362,172.00	339,099.25
George Ranch High School	1,656,690.00	1,522,377.00	1,551,130.60
Hubenak Elementary	260,736.00	271,488.00	288,192.00
Thomas Elementary	312,384.00	297,792.00	318,528.00
Jane Long Elementary	454,189.00	427,016.00	389,682.50
George Junior High	635,229.90	703,060.00	697,186.10
Wessendorff Middle School	306,115.00	254,202.00	243,099.25
Band Road	42,153.00	35,079.00	37,965.00
Terry High School - Field House	121,152.00	111,744.00	129,408.00
Velasquez Elementary	421,532.00	404,995.00	345,175.25
McNeil Elementary	443,434.00	369,931.00	360,952.80
Wertheimer Middle	318,912.00	274,944.00	259,008.00
Staff Development Center	24,600.00	24,520.00	32,080.00
Reading Junior High	517,085.00	510,269.00	465,602.85
Powell Point	126,863.00	117,960.00	122,494.00
Satellite Transportation	144,000.00	201,024.00	199,872.00
Ryon Middle School		240,454.00	269,568.00
Adolphus Elementary		248,517.00	226,176.00
Lamar Baseball/Softball			69,504.00
<b>Total Usage</b>	<b>18,307,436.90</b>	<b>16,970,731.00</b>	<b>16,441,086.25</b>

**INFORMATION ITEM: MULTI-YEAR CONTRACTS FOR WORKERS'  
COMPENSATION EXCESS COVERAGE**

In July 2012, The Board of Trustees approved a multi-year contract for the following insurance product:

- Workers' Compensation Excess coverage

The District's 2014-2015 premium will be renewed with Safety National Casualty Corporation at an annual cost of \$49,975 with a rate of \$.04. per \$100 payroll. According to our insurance consultant Robert V. Reim, the minimal increase from this year's premium of \$47,697 was \$.36 below the normal rate of \$.40 per \$100 payroll. Since there are only two major companies in the market for this type of coverage and bidding is not required on premiums less than \$50,000 per Texas Education Code 44.031, the District will renew instead of going out for proposals. Safety National Casualty Corporation is rated A, XI by AM Best Company.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources  
Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.

**INFORMATION ITEM: MULTI-YEAR CONTRACTS FOR  
STUDENT ATHLETIC INSURANCE COVERAGE**

In July 2013, The Board of Trustees approved a multi-year contract for the following insurance product:

- Student Athletic Insurance Coverage

The District's 2014-2015 student athletic insurance premium will be renewed with Fidelity Security Life Insurance Company through Greater East Texas Insurance Agency at an annual cost of \$159,000 with no change in premium from the 2013-2014 plan year.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources  
Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.

**INFORMATION ITEM: CLASSIFICATION OF GRADE LEVELS  
FOR LCISD HIGH SCHOOL STUDENTS**

As a part of their work in implementing House Bill 5, the Endorsement and New Course working groups reviewed the district's practice in classifying high school students according to the number of credits they pass each year. The working group made a recommendation to increase the number of credits needed to reclassify a student to the next grade level, encouraging students to continue to advance themselves through the new graduation requirements in House Bill 5, while allowing some flexibility in the critical 9<sup>th</sup> grade year. This change would become effective with the 9<sup>th</sup> Grade class entering high school during the 2014-2015 school year.

This chart represents the current classification requirements and the new requirements as recommended by the working group.

	Current Standards	New Standards
9 <sup>th</sup> Grader	0-4.5	0-5
10 <sup>th</sup> Grader	5.0-9.5	5.5-11.5
11 <sup>th</sup> Grader	10.0-14.5	12-18.5
12 <sup>th</sup> Grader	15.0+	19+

Resource Persons: Dr. Walter Bevers, Executive Director of Secondary Education

**INFORMATION ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN  
LCISD AND THE CENTER FOR TEACHING AND LEARNING (CTL)**

The District has entered into a collaborative partnership with the Center for Teaching and Learning at the University of Texas Austin to provide our high school students three opportunities to earn dual credit for the coming year. CTL will provide three courses through their OnRamps program, Reading and Writing the Rhetoric of American Identity, Discovery Pre-Calculus, and Statistics.

The partnership allows CTL to provide the district with a UT Faculty Lead, a summer professional development institute to train local high school teachers, and the curriculum for the courses. Upon successful completion, UT Austin will award college credit to LCISD students which is transferable to any college or university, while the local high school campus will award appropriate credit.

Resource Persons: Dr. Walter Bevers, Executive Director of Secondary Education

# Memorandum of Understanding

## Section 1. Program Participants

Lamar Consolidated Independent School District (The District) and the Center for Teaching and Learning (CTL) at The University of Texas at Austin (UT Austin) agree to enter into a collaborative partnership with the principal purpose of implementing one or more OnRamps courses.

## Section 2. Program Description

OnRamps is a pioneering blended learning dual-credit initiative led by the Center for Teaching and Learning at The University of Texas at Austin (UT) and supported by the Texas Legislature, National Science Foundation, and Lumina Foundation. OnRamps courses, designed by UT faculty, emphasize project-based learning, flipped learning, critical thinking, and discovery and application of new knowledge. The courses are aligned with the Texas College and Career Readiness Standards. By providing opportunities for immersive in-class and out-of-class learning experiences that align with the rigor of a leading research university, OnRamps aims to increase academic achievement among college students. OnRamps also incorporates cutting-edge technologies that support blended learning and features learning analytics that instructors can use to improve course materials over time. Designed to be in the service of students and teachers, OnRamps provides faculty and learners with opportunities to experience classrooms in research-based and innovative ways. In addition, through a robust instructor support network, OnRamps is cultivating a community of innovative Texas educators prepared to teach dual-credit, blended courses aligned with the expectations of leading research universities.

### Section 2.1. OnRamps courses

- 1) Reading and Writing the Rhetoric of American Identity:
  - Texas Common Course Number (TCCN): English 1302
  - UT Austin course equivalent: Rhetoric 309K – *Topics in Writing* (satisfies part of UT Austin required core curriculum).
- 2) Discovery PreCalculus: A Creative and Connected Approach
  - TCCN: Mathematics 2312
  - UT Austin course equivalent: M 305G – *Preparation for Calculus* (satisfies part of UT Austin required core curriculum).
- 3) Statistics:
  - TCCN: Mathematics 1342
  - UT Austin course equivalent: SSC 302 – *Data Analysis for the Health Sciences* (satisfies part of UT Austin required core curriculum).



- 4) Project Engage: Thriving in Our Digital World
  - UT Austin course equivalent: *CS 302 – Computer Fluency* (satisfies part of the UT Austin required core curriculum).

### **Section 2.2. Program goals**

- 1) Develop scalable courses and blended course materials designed to increase the number and diversity of high school and community college students who experience college-level coursework that is:
  - a) High quality;
  - b) Rigorous;
  - c) Engaging;
  - d) Motivating; and
  - e) Aligned with the expectations of a leading research university.
- 2) Provide courses and course materials designed to enhance all OnRamps students' content knowledge and cross-disciplinary knowledge and skill by incorporating best-in-class learning technologies and advances in the learning sciences.
- 3) Deliver a model of professional development for OnRamps teachers that can be scaled and replicated and that supports teacher implementation of OnRamps courses and course materials with fidelity.
- 4) Partner with a wide variety of institutions, organizations, government agencies, corporations, and individuals to facilitate wide-scale implementation of OnRamps courses and course materials for delivery in a variety of educational settings across the State of Texas.
- 5) Facilitate educator innovation through flexible design of blended courseware and curriculum that provides opportunities for further authoring and development of OnRamps course materials and learning assets.
- 6) Engage in continuous improvement processes to enhance all existing OnRamps offerings for long-term sustainability of the initiative.

### **Section 3. Program Elements**

OnRamps consists of 10 elements outlined here. (See Appendix A for details.)

- 1) A yearlong dual-credit course to be delivered in high schools and/or community colleges to increase the number and diversity of student who experience college-level work aligned with expectations of a leading research university.
  - o Students are enrolled in The District course in the Spring semester; credit is awarded by The University of Texas at Austin University Extension *or* partner college in the Spring semester.
- 2) One UT Austin Faculty Lead per course
- 3) One UT Austin Course Coordinator per course
- 4) One Course Instructor of Record
- 5) A one- to two-week residential summer professional development institute for OnRamps teachers.
- 6) Fall and Spring semester one-day professional development institutes.
- 7) Yearlong professional development activities coordinated by the Faculty Lead and/or the Course Coordinators for teachers in their first year of OnRamps implementation.
- 8) A community network of teachers qualified to teach dual-credit, blended courses aligned with the expectations of leading research universities facilitated by the Faculty Lead, Course Coordinators, Instructor of Record and the OnRamps team.
- 9) A program of research and evaluation to facilitate continuous improvement of OnRamps at the programmatic level.
  - o Including a team of external evaluators
- 10) A core team of OnRamps staff that provides expertise in the following areas:
  - o Strategic Vision and Leadership
  - o Business Development and Outreach
  - o Dual-Credit Management and Compliance
  - o Texas education Policy Advisement
  - o Project Management
  - o Vendor Management
  - o Professional Development
  - o Research and Evaluation
  - o Course Development
  - o Technology Integration

### **Section 4. Program Responsibilities**

The responsibilities to implement the ten (10) elements of the OnRamps initiative will be shared between The District and the UT Austin.

#### **4.1 Responsibilities of UT Austin**

UT Austin will:

- 1) Administer and Maintain the OnRamps course. The coursework offered in the OnRamps Initiative will be maintained on servers operated by the CTL at UT Austin

or hosted on the Canvas LMS. The course materials and curriculum will be defined by the CTL.

- 2) Register high school students through University Extension at UT Austin. Students will register for the OnRamps course via the Division of Continuing and Innovative Education Center (CIE). In order to officially enroll in a CIE dual enrollment course, students will need to complete the required registration form.
- 3) Deliver instructional materials. All course-related materials will be available from the course website and/or the Canvas LMS.
- 4) Award UT Austin credit. Students will register in the OnRamps Initiative via the Division of Continuing and Innovative Education (CIE) and be enrolled in the OnRamps course under specific CIE course numbers. Once the student successfully completes the course, including the final exam, the course letter grade is recorded in the Office of the Registrar at UT Austin. The credits for the course are usually transferable to colleges and universities, but each student is advised to check with his/her planned collegiate program, even if he/she plans to attend UT Austin, before dual-credit registration in an OnRamps course.
- 5) Deliver professional development to partnering teachers assigned to teach the OnRamps course in The District.
  - a) Summer professional development institute: A summer professional development institute for partnering teachers will be held at UT Austin. Each course offered through the OnRamps Initiative will have an associated summer professional development institute. The partnering teacher assigned to the course must complete the summer professional development institute at least once in its entirety before teaching their first OnRamps course through The District. If the teacher continues to offer the course in subsequent years they will be encouraged, but not required, to attend returning teacher track at summer institute when offering the course in subsequent years. UT Austin will be responsible for the following at the summer institute:
    - i) Scheduling the necessary facilities to conduct the institute;
    - ii) Conducting the summer institute; and
    - iii) Crediting partnering teachers with professional development hours and/or graduate credit hours.
  - b) Academic year professional development workshops: One-day professional development workshops for partnering teachers will be held at UT Austin during the fall and spring semesters. Partnering teachers will be encouraged to attend the one-day workshop during each semester they deliver an OnRamps course.
- 6) Provide a Course Coordinator. UT Austin will identify a qualified course coordinator to act as instructor of record for the OnRamps course. The Course Coordinator will:
  - a) Conduct the summer professional development workshops;
  - b) Assist The District in implementing the course by providing the necessary training and ongoing support; and
  - c) Maintain the course for students in The District, including distribution of lectures, homework assignments, quizzes, and exams to partnering teachers and provision of ongoing support in implementing the curriculum.

- 7) Provide technology support. UT Austin CTL will make its curriculum available to participating teachers through the Instructure Canvas Learning Management System (LMS). UT Austin will provide online and phone-based technical support for teachers utilizing the curriculum

## 4.2 Responsibilities of The District

The District will:

- 1) Implement the following courses, by identifying the number of teachers who will be teaching OnRamps courses on the appropriate line or lines:
  - a) \_\_\_\_\_ Reading and Writing the Rhetoric of American Identity:
  - b) \_\_\_\_\_ Discovery Pre-Calculus: A Creative and Connected Approach
  - c) \_\_\_\_\_ Statistics: Data, Modeling + Inference
  - d) \_\_\_\_\_ Project Engage: Thriving in Our Digital World
- 2) Recruit, hire, and compensate an instructor with appropriate qualifications to teach the class. Minimum requirements include:
  - a) Bachelor's degree in the discipline or a related field
  - b) 1 or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus)
  - c) Completed teacher application—including a self-efficacy question
  - d) Successful completion of the required pre-institute tasks before the start of the summer institute (Tasks will be determined and shared by the faculty lead or course coordinator in advance of the summer institute.)
- 3) During the academic year while offering the OnRamps course, the high school instructor must:
  - a) Administer OnRamps required assignments and assessments without alteration;
  - b) Enroll individual students in Canvas LMS;
  - c) Use Canvas LMS to assign and grade student work;
  - d) Participate in professional development, including the summer institute, a one-day workshop and on-going opportunities during each semester in which they deliver the OnRamps course; and
  - e) Maintain regular communication via email, phone, video and web conferencing, etc. with OnRamps course coordinator and other staff regarding success and challenges of implementation, responding in a timely manner to requests for information.
- 4) Student Requirements: Only students with adequate academic preparation, having completed the necessary foundation coursework in high school and having demonstrated college readiness as defined by satisfactory completion of the first semester of the OnRamps course will be allowed to participate the OnRamps Initiative. The instructor will be responsible for verifying that students wishing to enroll have met the minimum prerequisites as follows.
  - a) Computer Science course:
    - credit for Algebra I; and

- recommendation of a Computer Science teacher.  
(Credit or concurrent enrollment in Algebra II is preferred.)
- b) English course:
  - credit for English I;
  - credit for English II; and
  - recommendation of an English teacher.
- c) PreCalculus:
  - credit for Algebra I;
  - credit for Algebra II;
  - credit for Geometry; and
  - recommendation of a Math teacher.
- d) Statistics:
  - credit for Algebra I; and
  - recommendation of a Math teacher.  
(Credit for Algebra II and Geometry are preferred.)
- 5) Distribute printed course materials to students. The instructor will need to duplicate some course materials throughout the OnRamps course.
- 6) Provide instructors and students with access to the Canvas LMS. Participating schools will work with the OnRamps support team to ensure that the schools and students can access the OnRamps curriculum that is managed in the web-based Canvas LMS.
- 7) Provide adequate computer and internet access as specified by UT Austin to the students (See Appendix B for detailed technology requirements): The District must ensure the OnRamps course will have daily scheduled access to lectures and computers that meet the specifications defined by OnRamps. This includes regular in-class and out-of-class access to computers and the Internet to view materials, complete, and submit assignments, quizzes, tests, and exams.
- 8) Sharing in the cost to support UT Austin staff necessary to implement the OnRamps Initiative as defined by UT Austin.
  - a) Cost of Materials and Services: The cost of the OnRamps course materials, technical support, and course implementation support, excluding the summer institute and academic-year workshops, outlined in this agreement to The District will be defined on a per-student basis. Program costs are dependent upon a variety of economic factors that may change from year to year. Consequently, the program costs will be evaluated and adjusted annually. The District will be responsible for paying annual program fees for each student enrolled in the OnRamps high school course. During the 2014-2015 school year, The District is responsible for a fee of \$180 per student enrolled in English, Pre-Calculus or Computer Science. For 2014-2015, The District is responsible for a fee of \$0 per student enrolled in Statistics.
  - b) Cost of Professional Development: The cost of OnRamps summer institute and academic-year workshops to The District will be defined on a per-teacher basis. Professional development costs are dependent upon a variety of economic factors that may change from year to year. Consequently, the professional

development costs will be evaluated and adjusted annually. The District will be responsible for paying professional development fees for each participating school. During the 2014-2015 school year, The District is responsible for fees per teacher as follows:

- i) \$2000 for English and Pre-Calculus.
- ii) \$1300 for Computer Science
- iii) \$0 for Statistics

- 9) Payment: All invoices concerning the OnRamps initiative are due payable, in full, to UT Austin within thirty (30) days of receipt by The District. Payments should be mailed and/or delivered to:

**The University of Texas at Austin  
Center for Teaching and Learning  
OnRamps  
PO Box 7246  
Austin, Texas 78713**

### **4.3 Data Sharing**

Data Sharing Agreement: UT Austin and The District shall have a data-sharing agreement. If unavailable on the student's transcript, The District shall provide the following student demographic data and academic achievement information to UT Austin for all participating students:

1. Full name;
2. Texas school identification number;
3. Parent contact information;
4. Date of birth;
5. Ethnicity;
6. Gender;
7. Citizenship status;
8. Socioeconomic status (free, reduced, or full-price lunch);
9. OnRamps grades;
10. Beginning- and end-of-year cumulative GPA;
11. Report-card grades for all reporting periods;
12. Class rank;
13. Special program information;
14. TAKS scores;
15. AP test scores;
16. SAT/ACT scores;
17. College generation;
18. Name of postsecondary institution; and
19. Intended major.

As required by law, UT Austin and The District shall adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (see §4.4).

#### 4.4 Agreement to Hold Harmless

To the extent authorized by the Constitution and laws of the State of Texas, each party will save and hold harmless the other party and its officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by the other party; for wages and fringe benefits of the other party's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent acts or omissions of the other party or its officers, agents, employees, or students in the performance of this agreement.

#### 4.5 Confidentiality Provision

Both parties to this agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the

Texas Public Information Act as an exception to records that are subject to 8 disclosure to the public (Texas Govt. code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps Initiative will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

#### Section 5. Term

This Memorandum of Understanding covers a period of one (1) academic year, beginning July 1, 2014, and ending June 30, 2015. All parties must sign this Memorandum of Understanding. This Memorandum of Understanding may be renewable, contingent upon resources being available to the OnRamps Initiative. Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

#### Lamar Consolidated Independent School District

Thomas Randle

Signature

Name: Thomas Randle

Title: Superintendent

**The University of Texas at Austin**

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Signature

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

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



## Appendix A: OnRamps Program Elements

- 1) **Yearlong, dual-credit courses to be delivered in high schools and/or community colleges to increase the number and diversity of student who experience college-level work aligned with expectations of a leading research university.**
  - a. Students are enrolled in The District course in the Spring semester; credit is awarded by The University of Texas at Austin University Extension *or* partner college in the Spring semester;
  - b. Courses can be offered credit-no credit;
  - c. Courses align with the Texas College and Career Readiness Standards and the expectations of leading research universities;
  - d. Courses are delivered in a blended format using the Canvas Learning Management System and related technical support;
  - e. Courses feature student-centered, evidence-based pedagogies;
  - f. Courses are directed by the OnRamps team at the Center for Teaching and Learning at UT Austin.
  
- 2) **One UT Austin Faculty Lead per course**
  - a. In partnership with the Course Coordinator/s, the Faculty Lead provides advisement to the OnRamps team as needed and contributes to curricular delivery, development, enhancements and the delivery of OnRamps professional development for high school and community college teachers. The Faculty Lead also works in partnership with the Course Coordinator to implement programmatic policies and procedures at the advisement of OnRamps executive leadership.
  
- 3) **One UT Austin Course Coordinator per course**
  - a. In partnership with the Faculty Lead, the Course Coordinator contributes curricular enhancements, creates and delivers professional development and **leads** yearlong implementation support to partner high school and/or community college teachers; designs, executes and **manages** the grading process for The District credit work and in close collaboration with the Course Instructor of Record (if they are not the same person), including grading student work to ensure it is aligned with college-level expectations.
  - b. The Course Coordinator works in partnership with the Faculty Lead to implement programmatic policies and procedures at the advisement of OnRamps executive leadership.
  
- 4) **One Course Instructor of Record** approved by OnRamps and UT Austin to evaluate college-level work and award college credit; this may be the Faculty Lead, Course Coordinator, a community college instructor or another instructor approved by OnRamps and The University to award undergraduate credit. The

Instructor of Record is responsible for working with the Course Coordinator (if they are not the same person) to ensure student work qualifies for the awarding of college credit.

- 5) **A one-to-two-week residential summer professional development institute** for OnRamps teachers (with graduate credit offered through the University Extension for Statistics, ELA, and Pre-Calculus and CPE offered for all courses) held on the UT Austin campus, including:
  - a. Content sessions: Pedagogy and content training organized and delivered by the Faculty Lead and/or Course Coordinator (a total of 39 hours for Statistics, ELA and Pre-Calculus)
  - b. General sessions: Additional hours of training on dual-credit, college readiness, and pedagogy organized by the OnRamps staff.
- 6) **Two one-day professional-development workshops** (with CPE offered for all courses) for OnRamps teachers held on the UT Austin Campus (one workshop per semester).
  - a. Content sessions: Pedagogy and content training organized and delivered by the Faculty Lead and/or Course Coordinator.
  - b. General sessions: Additional hours of training on dual-credit, college readiness, and pedagogy organized by the OnRamps staff.
- 7) **Yearlong professional development activities coordinated** by the Faculty Lead and/or Course Coordinators for teachers in their first year of OnRamps implementation.
- 8) **A community network of teachers qualified to teach dual-credit, blended courses** aligned with the expectations of leading research universities facilitated by the Faculty Lead, Course Coordinators, Instructor of Record, and OnRamps staff.
- 9) **A program of research and evaluation** to facilitate continuous improvement of OnRamps at the programmatic level.
  - a. Including a team of external evaluators
- 10) **A core team of OnRamps staff that provides expertise in the following areas:**
  - a. Strategic vision and leadership
  - b. Business development and outreach
  - c. Dual-credit management and compliance
  - d. Texas education policy advisement
  - e. Project management
  - f. Vendor management
  - g. Professional development

- h. Research and evaluation
- i. Course development
- j. Technology integration

## **Appendix B. Onramps Technical Requirements**

### **Hardware**

Students must have one-to-one access to an internet-connected computer *or* tablet\* in class and during out-of-class time in order to complete assignments. This access can be on campus, such as a lab or in the library, or off campus.

Since the courses contain audio/video components, devices should have audio capabilities or the option to be connected to speakers or headphones.

\*The OnRamps Statistics course requires use of a web browser on a desktop or laptop operating system to access Rstudio (free statistical analysis software). See below for a list of compatible browsers. Rstudio is incompatible with tablet and phone device browsers.

\* The OnRamps Computer Science course requires use of Scratch and Processing (free programming environments), which also requires desktop or laptop operating systems. It is incompatible with tablet and phone device browsers.

### **Browsers**

One of the following browsers is required to access the Canvas learning management system and tools associated with the OnRamps courses.

- Internet Explorer 10 or 11
- Chrome 31 or 32
- Safari 6 or 7
- Firefox 25 or 26
- Respondus Lockdown Browser 4.0

\*See above for exceptions regarding mobile vs. desktop browsers.

### **Software and Email Addresses**

OnRamps courses are built in the learning management system Canvas. Canvas must be used as the LMS for this course. All resources, materials, tools are housed in Canvas, including the grade book.

Students need to have an email address to register for an account in Canvas. Students should use their formal school email address to register in Canvas. Personal email should be used only if the school/district does not provide students with email addresses.

### **Plugins**

Flash Player 10, 11, or 12 is required for audio/video recording and file uploading

within Canvas

The Java plugin is required to use the screen sharing functionality within Canvas Conferences.

### **Internet Access**

A high-speed Internet connection is required. School networks must be configured to allow access to the following domains:

- [utexas.edu](http://utexas.edu)
- [instructure.com](http://instructure.com)
- [youtube.com](http://youtube.com) (teacher access required)
- [vimeo.com](http://vimeo.com) (student and teacher access required)
- [enspire.com](http://enspire.com)
- [enspirestudios.com](http://enspirestudios.com)
- [amazonaws.com](http://amazonaws.com)

## **Onramps Course-Specific Technical Requirements**

### **English Language Arts**

No requirements in addition to the general requirements

### **Pre-Calculus**

Quest Homework Service (free) is available through Canvas.

### **Computer Science**

Requires access to:

- [Scratch.mat.edu](http://Scratch.mat.edu)—operates in the browser
- [Processing.org](http://Processing.org)—needs to be downloaded and installed

### **Statistics**

- Each student must have Internet access to Canvas outside of class (several days per week).
- Each student must be able to access R Studio outside of class (*note*: tablets will not run R studio).
- Students must be able to access R Studio every other week in the classroom. One computer per every two students will be sufficient. (*note*: tablets will not run R studio)

- Students must be able to individually enter their exam responses into Canvas in the classroom.
- Teachers must record any grade changes directly in Canvas.