

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, August 17, 2017

7:00 PM

LAMAR CISD BOARD OF TRUSTEES REGULAR BOARD MEETING BRAZOS CROSSING ADMINISTRATION BUILDING

3911 AVENUE I, ROSENBERG, TEXAS AUGUST 17, 2017

7:00 PM

AGENDA

1. Call to order and establishment of a quorum	
2. Opening of meeting	
3. Recognitions/awards	
A. Dr. Thomas Randle Region 4 Superintendent of the Year	
4. Introductions	
5. Audience to patrons	
6. Approval of minutes	
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A. Meetings and events	
B. Information for immediate attention	
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b. Foster High School	29
c. George Ranch High and Terry High Schools	30
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24.	Consider approval of fiber data connection for Carter Elementary School	187
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29.	Consider approval of zoning recommendations for Planning Unit 24E	216
30.	Consider approval of zoning recommendations for Planning Unit 4D	219

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11. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time)	
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.	274
 a. Approval of personnel recommendations for employment of professional personnel 	
b. Employment of professional personnel (Information)	275
c. Employee resignations and retirements (Information)	284
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	
RECONVENE IN OPEN SESSION	
Action on Closed Session Items Future Agenda Items Upcoming Meetings and Events	

ADJOURNMENT: (Time_____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 11th day of August 2017 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 27th day of July 2017, 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, Mr. James Steenbergen, at 7:00 p.m.

Members Present:

James Steenbergen President
Kathryn Kaminski Vice President
Kay Danziger Secretary
Mandi Bronsell Member
Tyson Harrell Member
Joe Hubenak Member

Members Absent:

Melisa Roberts Member

Others Present:

Thomas Randle Superintendent

Kevin McKeever Administrator for Operations

Jill Ludwig Chief Financial Officer

Linda Lane Executive Director of Elementary Education
Leslie Haack Executive Director of Secondary Education
Mike Rockwood Executive Director of Community Relations

Chief Technology Information Officer

David Jacobson Chief Technology Information Officer

Valerie Vogt Chief Academic Officer

BUSINESS TRANSACTED

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

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2. BOND WORKSHOP

Mr. Steenbergen informed the Board this was a meeting to discuss what they will be voting on related to the Bond and what is best for the District.

Ms. Danziger said she went to almost every meeting and explained the process of the last meeting where the committee voted on every item. She said they added about \$43m to what the District requested. She said this committee took field trips into the District. Her biggest concern is where they draw the line when removing or adding items to the Bond.

Mr. Steenbergen said there are ramifications no matter which way they go. He asked Ms. Ludwig to discuss the potential tax rates.

Ms. Ludwig said the key factor is that values, and the growth in property values has really slowed in 2017. In the CBAC meetings the District was modeling at 6%, 8%, and 10% growth rates. She said values were certified this week and they were at 5.51% growth. With less aggressive value growth, the tax rate could be impacted more significantly. During the committee meetings, the District modeled a \$400m bond election that resulted in a 7 ½ to 10 ½ cent tax rate increase, depending on whether values grew at 10% or 6%. She said even with that being said, the District could still be better off now. With a \$440m bond election, tax rate impact could be as low as 4 to 6 ½ cents with steady value growth, an aggressive structure of bond sales, and the potential for additional funding sources. She said the District could have to sell \$350m of the \$440m right away. She thinks the District can maintain the current \$0.35/\$100 tax rate for 2017, but may have to raise it in 2018.

Ms. Danziger asked if that was the worst case scenario and on the last bond, the tax rate was not raised. Ms. Ludwig said that it was the worst case scenario and she is hoping the tax rate will not have to be raised again.

Mr. Steenbergen said we did not have the impact from the flooding as we had anticipated.

Ms. Kaminski said what bothers her is the "if's", the "maybe's", and the "might's". Ms. Ludwig said it all depends on the values and no one can control this. Dr. Randle reminded the Board that the growth we see now will not hit the books until the next year. Ms. Ludwig said values are accessed on January 1st.

Mr. Steenbergen said by approving the bond election, does not mean you have to sell the bonds.

Dr. Randle said the District has been very careful with managing. He reminded them we were one of the last districts to access the \$1.04 to take to the limit. He said for the past 6 years, we have been able to keep the tax rate flat.

Mr. Steenbergen said another thing to think about is anything from this bond that is differed will cost more in the next bond because of an increase in cost.

Ms. Kaminski asked if they are putting air conditioners on the old buses. Mr. Jones said there is money to refit 101 of the older buses with air conditioners, this goes back to about the 2009 year buses. Ms. Kaminski asked what the lifespan of a bus is. Mr. Jones said approximately 15 years.

Ms. Kaminski asked how to put the orchestra rooms back into the bond. Mr. Steenbergen said as a Board if they agree, then it will be added in.

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Ms. Danziger said she has heard talk from Austin about seat belts on the buses. Dr. Randle said from a liability stand point, the district would do all buses not just some.

Mr. Jones said the bill did pass, but no money has been allotted for it. It says a Board can opt out of it as it is voted in a public meeting.

Mr. Steenbergen asked if he has a consensus from the Board to add back in the orchestra rooms.

3. AUDIENCE TO PATRONS

None

ADJOURNMENT

4. CLOSED SESSION

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

Secretary of the Board of Trustees

The Board did not convene in Closed Session.

President of the Board of Trustees

The meeting adjourned at 7:32 p.m.		
LAMAR CONSOLIDATED INDEPENDI	ENT SCHOOL DISTRICT	
Signed:		
James Steenbergen	Kay Danziger	

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 1st day of August 2017, 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, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

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

Members Absent:

Mandi Bronsell Member

Others Present:

Thomas Randle Superintendent

Administrator for Operations Kevin McKeever Chief Financial Officer

Jill Ludwig

Linda Lane **Executive Director of Elementary Education** Leslie Haack Executive Director of Secondary Education

Kathleen Bowen Chief Human Resources Officer

Executive Director of Community Relations Mike Rockwood Chief Technology Information Officer

David Jacobson

Chief Academic Officer Valerie Vogt

Rick Morris Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

None

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:

Ernie Bainbridge, assistant principal at Hubenak Elementary School Stacy Boarman, principal at Aldolphus Elementary School Jessie Eilenstrine, assistant principal at George Ranch High School Stephen Janecek, assistant principal at Reading Junior High School Stephen Judice, principal at George Junior High School Stephanie Kolacny, assistant principal at Dickinson Elementary School Katie Marchena-Roldan, director for curriculum and instruction Kassandra McCann, assistant principal at Briscoe Junior High School Dr. Kaye Williams, principal at Lamar Consolidated High School

5. AUDIENCE TO PATRONS

None

6. APPROVAL OF MINUTES

A. JUNE 13, 2017 REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of June 13, 2017 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger attended Lunches of Love, which they packed their 2 millionth lunch. She also attended Common Threads Hope Across the Brazos. She wanted to thank Adriane Gray from Lunches of Love and Jill Davis from Common Threads and their volunteers for what they do for the parents and students of LCISD.

Mr. Steenbergen shared that the committee received the draft final report from the operational audit. A preview of the report is that the school district is great and they wonder how we have done so much with so little.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

9. PUBLIC HEARING – BOND REFERENDUM RECOMMENDATIONS

Mike Rockwood, Executive Director of Community Relations, gave a brief overview of the Citizens' Bond Advisory Committee recommendations. The meeting was opened to the public for discussion. There being no discussion, the public hearing closed at 6:42 p.m.

10. PUBLIC HEARNG – PROPOSED APPLICATION FOR OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM

Ms. Leslie Haack presented brief information on the Optional Flexible School Day Program (OFSDP). The meeting was opened for questions and answers. There being no discussion, the public hearing closed at 6:44 p.m.

<u>ACTION ITEMS FOR CONSENT OF APPROVAL: 11. A-1; 11. B-5 – 11. B-7; and 11. C-1 – 11. C-2.</u>

It was moved by Dr. Harrell and seconded by Mr. Hubenak that the Board of Trustees approve these action items as presented. The motion carried unanimously.

11. ACTION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 Approval of a new course for the 2017-2018 school year

Approved the new course offering Dual Credit Theatre and Media Communications.

11. B GOAL: PLANNING

11. B-5 Approval of purchase of truck tractor for transportation department

Approved the purchase of one (1) truck tractor to be added to the Transportation Department fleet from Rush Truck Centers, LP (dba Rush Truck Center, Houston) in the amount of \$39,500.

11. B-6 Approval of change order #1 for Pink Elementary School repairs

Approved change order #1 in the amount of \$54,755.57 to the contract with Facility Sources for new marker boards and wall preparation for Pink Elementary School Repairs and authorized the Board President to execute the change order document.

11. B-7 Approval of change order #2 for Bentley Elementary School

Approved change order #2 in the amount of \$42,175 to the contract with Gamma Construction Company for revision to the scheduled completion date and additional costs for Bentley Elementary School and authorized the Board President to execute the change order document.

11. C GOAL: PERSONNEL

11. C-1 Approval of appraisal calendar for the 2017-2018 school year

Approved the appraisal calendar for the 2017-2018 school year as presented.

11. C-2 Approval of new appraisers for teaching staff, 2017-2018 school year

Approved the 2017-2018 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

11. B GOAL: PLANNING

11. B-1 Budget Update

<u>a.</u> 2017 – 2018 Budget Update

Ms. Jill Ludwig, Chief Financial Officer, provided an update on the 2017 – 2018 budget with the following agenda:

- 2017 2018 Budget Updates for:
 - · General Fund
 - Debt Service Fund
 - Child Nutrition Fund
- Truth-in-Taxation Requirements
 - Vote on Date of Meeting to Discuss Budget and Tax Rate
 - Vote on Tax Rate to be published

b. Approval of Date for Public Meeting to Discuss Budget and Proposed Tax Rate

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve August 17, 2017 as the date for the public meeting to discuss budget and the proposed tax rate. The motion carried unanimously.

c. Approval of Proposed Tax Rate that will be Published in the Notice for the Public Meeting

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the tax rate to be published in the newspaper in the Notice of Public Meeting to discuss budget and proposed tax rate.

M & O: \$1.04005 per \$100 valuation I & S: \$0.35 per \$100 valuation

Total Tax Rate: \$1.39005 (same as current rate)

The motion carried unanimously.

11. B-2 Consider Designation of Texas Association of School Boards Delegate and Alternate to the 2017 Texas Association of School Boards (TASB) Fall Convention

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees designate Kay Danziger as the delegate and Joe Hubenak as the alternate to the 2017 Texas Association of School Board fall convention. The motion carried unanimously.

11. B-3 Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors

No action taken.

11. B-4 Consider Adoption of order calling a Bond Election

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the Order Calling a Bond Election on November 7, 2017 in the amount of \$445,451,000. The motion carried unanimously.

12. INFORMATION ITEMS

12. A GOAL: PLANNING

12. A-1 Advise Texas

12. A-2 Holdsworth Center Update

Ms. Valerie Vogt gave a brief presentation on the Holdsworth Center.

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

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

The Board did not convene in Closed Session.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

New Teacher Breakfast and Dinner Convocation **Summer Graduation** ProjectGROW Graduation

AD IOLIDAMENT

James Steenbergen President of the Board of Trustees	Kay Danziger Secretary of the Board of Trustees
Signed:	
LAMAR CONSOLIDATED INDEPENDENT SCH	OOL DISTRICT
The meeting adjourned at 7:12 p.m.	
<u>ADJOURNMENT</u>	

9.A.#1. – INSTRUCTIONAL BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL FOR RENEWAL OF AN OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM

RECOMMENDATION:

That the Board of Trustees approve a continuation of the Optional Flexible School Day Program (OFSDP) that has been piloted jointly between our high schools and 1621 Place.

IMPACT/RATIONALE:

The OFSDP/1621 program offers flexible hours of attendance for students in grades 9-12 who are at risk of not graduating. The goal of the program is to target students who are unable to attend school in a traditional setting. Students from any high school in the district may apply for enrollment. During the 2016-2017 school year, 76 students were served and 36 students have completed their graduation requirements as of Thursday, June 1, 2017.

Students at risk for non-completion are referred to and must complete an application to the program. Existing fund sources (State Compensatory Education and Title I) have partially covered the cost of the program. Students attending the program generate Average Daily Attendance funds which offset any remaining costs in addition to the funding sources already listed.

BACKGROUND INFORMATION:

As Lamar CISD seeks to meet the academic needs of all students, it becomes necessary to implement different approaches to meet diverse needs. Economic factors or family issues sometimes prevent students from attending a traditional program. OFSDP offers the District flexibility to create an educational setting that meets the changing time constraints of some of our most at-risk secondary students.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Brian Moore, Director of Research and Accountability

Recommended for approval:

Thomas Randle

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

School	Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

- 1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - · the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 720 hours per 12-month period.

Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA." and (Legal Name of School District or Open-Enrollment Charter School) located at (Physical Address) hereinafter referred to as "district." Article II - Period of Agreement The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning (Month, Day, Year) and ending (Month, Day, Year). Please note that the agreement term is subject to annual renewal. **Article III - Purpose of Agreement** The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations. Article IV - Reporting Requirements The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program. Article V - General and Special Provisions to the Agreement Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it: Appendix One, Assurances

Article VI - Application Process

Appendix Two, Public Hearings

Appendix Four, Contact Sheet

Appendix Three, Narrative Description of Proposed Program

campuses have an Early College High School Program designation

For questions or assistance regarding this application, please contact Ashley Behnke by telephone at (512) 463-4834 or by email at Ashley.Behnke@tea.texas.gov.

EMAIL THE COMPLETED APPLICATION TO: Ashley.Behnke@tea.texas.gov.

Attachment. Copy of articulation agreement between district and university/college if one or more participating

Provisions of Agreement Page 2 of 2

Article VII - Agreement

<u>AGREED</u> and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name	
	Authorized Signature
Typed Title	

Participating Campuses

Attach additional list, if required.

District Number	District Name		
		Eligibility Designation	
Campus Number	Campus Name	E = Early College HS	Estimated Number of Participating Students
Ĺ	1	<u>I</u>	I

Provisions of Agreement Page 2 of 2

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

- 1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled:

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

- 1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
- 2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
- that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
- 4. to provide knowledgeable, highly qualified instructors and staff for the program;
- 5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
- 6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
- 7. to comply with all reporting requirements established by the TEA;
- 8. not to discriminate based on disability, race, color, national origin, religion, or sex; and

Appendix One Page 1 of 2

9.	sanctioned or conducted under the authority of the UIL unless the studies requirements.	
	ED and accepted terms and conditions of Appendix One on behalf of the ent charter school by persons authorized to bind the district.	e school district or open-
Name,	Title, and Telephone Number of School Board President	
Signati	re of School Board President	Date
Name,	Title, and Telephone Number of District Superintendent or Charter Sch	ool Chief Operations Officer
Signati	ire of Person Authorized to Bind the District or Charter School	Date

Appendix One Page 2 of 2

Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

- 1. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing concerning the proposed application for an OFSDP.
- 2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

The pre-application public hearing was conducted on:

	Month:	
•	Day:	
•	Year:	
	Time:	
	Location:	
•		
	E: The applicant will be required to include a copy of the posting of this public hearin ress report.	g in the final
	REED and accepted on behalf of the school district or open-enrollment charter sons authorized to bind the district.	school by
Nam	ne, Title, and Telephone Number of School Board President	
Sign	ature of School Board President	Date
Nam	ne, Title, and Telephone Number of District Superintendent or Charter School Chief C	perations Officer
Sign	ature of Person Authorized to Bind the District	Date

Appendix Three Narrative Description of Proposed Program

The definition of terms of the application applies to this Appendix Three, Narrative Description of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Appendix Three describes the school district or charter school proposed OFSDP.

On 8 ½ x 11 inch paper, provide a concise description of the:

- program goals and objectives;
- proposed schedule offered to students participating in the OFSDP;
- staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program;
- qualification standards established for each staff and resource position;
- local procedures for identifying students, including how the school confirms and documents student eligibility;
- procedures for obtaining student and parental consent for participation in the OFSDP;
- process that will be implemented to maintain records of student eligibility, consent, and attendance;
- procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA;
 and
- criteria selected to report the progress of students participating in the OFSDP.

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	
Contact Name:	
Email Address:	
Contact Name:	
Email Address:	
Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Appendix Three: Narrative Description of Proposed Program

Program Goals:

- Provide students with quality opportunities to participate in and complete the educational process toward high school graduation.
- Promote student success through alternative instructional methodology and mentorship.
- Provide students with instruction in the skills necessary to become successful, integral members
 of the community we service.

Proposed Instructional Schedule:

This program expands 16-21 Place (the District's current Alternative Educational Program of Choice) to three sessions per day, each offering 45 seats for a total ability to service 135 students during the district's current instructional calendar. Sessions will be held according to the below schedule:

- 8:00 a.m. to 12:00 p.m.
- 12:00 p.m. to 4:00 p.m.
- 4:00 p.m. to 8:00 p.m.

Student will be scheduled for sessions based on individual needs -- thus affording students the ability to attend a traditional five-day schedule or a modified schedule that meets their home or work demands.

Staff Positions and Resources Pledged:

One full-time Assistant Principal
One part-time Assistant Principal on a flexible schedule
A minimum of six full-time teaching positions:

- 3 will work from 8:00 a.m. to 4:00 p.m.
- 3 will work from 12:00 p.m. to 8:00 p.m.

Curriculum resources, technology, and miscellaneous supply needs

Qualification Standards:

Program instructional staff will meet all district hiring standards for certification and highly qualified requirements. The administrator may either be fully certified or an administrative intern working under the supervision of a building administrator.

Local Procedures for Identification:

Students will be identified and referred by high school campuses as at-risk of not graduating within their four or five year cohorts. Additionally, students returning to school to complete their high school diploma program will be referred to the program. Students are identified as at-risk in the student management system (Skyward) and are tracked in the student management system upon identification for program eligibility. Once identified and referred, students will complete an application for acceptance into the program.

Process for Obtaining Consent for Participation:

The application entry process includes a student and parent contract acknowledging expectations for all parties and consent for program participation as signed by both student and the parent/guardian.

Process to Maintain Records of Student Eligibility, Consent, and Attendance:

The program will follow the standard accounting procedures for eligibility and attendance, including logging time on task electronically. Cumulative folders will be maintained on all students participating in the program containing all pertinent records.

Procedure for the Administration of Required Assessment within the TEA-Established Timeline

The program will administer all state mandated assessments within the timelines and framework established by the state testing calendar through procedures as defined in the annual DCCM for normal campus operations. Waivers to the published state testing calendar are not anticipated as necessary.

Criteria for Evaluation of the Program:

The program will consistently evaluate the current status of students entered in the program, and identify progress in the participant's graduation plans, coursework completion, attendance, discipline, and other standard measures as defined by the District. The program will provide the Agency, Superintendent of Schools, and the Board of Trustees an annual report of the program's progress each summer.

9.A.#2a. – INSTRUCTIONAL BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Foster High School Culinary Program to travel to Orlando, Florida to participate in Walt Disney World's International Culinary and Hospitality Experience on April 27-30, 2018.

IMPACT/RATIONALE:

The Foster High School Culinary Program requests permission to travel to Orlando, Florida on April 27-30, 2018. The approximate expense per individual will be \$1,800.00, which includes the cost of airfare, meals, hotel, ticket fees, and ground transportation. Approximately 20 students are expected to participate, plus the instructor and chaperone. The total cost of the trip is estimated to be \$39,600 and expenses for the trip will be paid for by approved fundraising activities conducted by the Foster High School Culinary Program.

PROGRAM DESCRIPTION:

The Foster High School Culinary Program will participate in Walt Disney World's International Culinary and Hospitality Experience providing students instruction in customer service skills, communication skills, team work, strategic planning, career advice and the opportunities to utilize students' creative potential by competing in an international challenge with culinary students from across the United States. The students will be able to learn from Walt Disney executives and Celebrity Chefs. And, students will participate in a Q & A session with speakers from the Walt Disney's College Program.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Joel Garrett, Director, Career and Technical Education

Recommended for approval:

Thomas Randle

9.A.#2b. – INSTRUCTIONAL BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for Foster High School students and staff to travel to Donggang High School in Pingtung, Taiwan on March 3 – 17, 2018.

IMPACT/RATIONALE:

Foster High School requests to travel to Pingtung, Taiwan on March 3-17, 2018. The student travel cost is estimated at \$3,000 per student and will be borne by each of the 20 students. The travel cost for the three employee chaperones and one administrator will be approximately \$3,000 per employee and will be borne by the District. The student cost includes airfare, ground transportation, and one night of hotel in Taipei, Taiwan and three nights of hotel in Beijing, China.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by Foster High students and employees as part of the Memorandum of Understanding (MOU) between Foster High School and Donggang High School as well as the MOU between Lamar CISD and our sister school district in Taiwan. Students from Donggang High School visited Foster High School in February 2017.

Submitted by: Leslie Haack, Executive Director of Secondary Education Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

9.A.#2c. – INSTRUCTIONAL BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for George Ranch High School and Terry High School students and staff to travel to Foshan, China on November 26-December 9, 2017.

IMPACT/RATIONALE:

George Ranch High School and Terry High School requests to travel to Foshan, China, on November 26-December 9, 2017. The student travel cost is estimated at \$3,000 per student and will be borne by each of the 20 students. The travel cost for the three employee chaperones and two administrators will be approximately \$3,000 per employee and will be borne by the District. The student cost includes airfare, ground transportation, one night of hotel in Hong Kong, and three nights of hotel in Beijing.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by George Ranch and Terry High students and employees as part of the Memorandum of Understanding (MOU) between George Ranch High School and Foshan #3 Middle School, as well as the MOU between Lamar CISD and our sister school district in Foshan. Students from Foshan #3 Middle School visited George Ranch in January 2014, January 2016 and January 2017. George Ranch students visited Foshan #3 Middle School in January 2015, January 2016 and both George Ranch and Terry High School students visited Foshan in January 2017.

Submitted by: Leslie Haack, Executive Director of Secondary Education Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

CONSIDER ADOPTION OF 2017-2018 BUDGETS

RECOMMENDATION:

That the Board of Trustees consider adoption of the 2017-2018 General Operating, Food Service, and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$261,194,450.*
Food Service Fund	\$ 14,100,267.
Debt Service Fund	\$ 55,876,385.

^{*}Amount subject to change as final calculations are ongoing.

IMPACT/RATIONALE:

The budgets will be presented at the Public Hearing of August 17, 2017. Budget approval is requested at the function level instead of the line item or object level.

PROGRAM DESCRIPTION:

The Texas Education Code requires school districts to prepare a budget by August 20th each year. The Texas Education Agency further requires that the budget be adopted by the Board of Trustees by August 31st of each year. Prior to adoption, notice must be given, in a newspaper published within the District, of a meeting ten (10) days prior to the date of the meeting to allow any taxpayer of the District to attend and address the Board of Trustees regarding the proposed budget. These requirements have been met.

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

Recommended for approval:

Thomas Randle

CONSIDER ADOPTION, BY ORDINANCE, THE 2017 TAX RATE FOR THE 2017-2018 SCHOOL YEAR

RECOMMENDATION:

That the Board of Trustees consider adoption, by ordinance, the 2017 tax rate.

IMPACT/RATIONALE:

A tax rate of \$1.39005 (per \$100 valuation) is needed to fund the 2017-2018 General Fund and Debt Service Fund budgets that are being presented to the Board of Trustees on August 17, 2017. This rate is the same as the current 2016 tax rate.

The Maintenance and Operations tax rate will be \$1.04005 per one hundred dollars of valuation, and the Debt Service tax rate will be \$0.35000 per one hundred dollars of valuation.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

ORDINANCE SETTING TAX RATE

FOR THE TAX YEAR 2017 (SCHOOL YEAR 2017-18)

Date: August 17, 2017			
On this day, we, the Board of Trustees of the Lamar Consolidated Independent School District, hereby levy or set the tax rate for the District for the tax year 2017 at a total tax rate of \$1.39005 per \$100 valuation, to be assessed and collected by the duly specified assessor and collector as follows:			
\$1.04005 for the purpose of maintenance and operations, and			
\$0.35000 for the purpose of payment of principal, interest, and related costs on debts.			
Such taxes are to be assessed and collected by the tax officials designated by the District			
IN CERTIFICATION THEREOF:			
Signed: President			
Attest: Secretary			
Seal:			

9.B.#3. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF 2017 TAX YEAR APPRAISAL ROLL AND NEW PROPERTY VALUE

RECOMMENDATION:

That the Board of Trustees consider approval of the following documents submitted by Patsy Schultz, PCC, Fort Bend County Tax Assessor/Collector:

2017 Tax Year Value of New Property 2017 Tax Year Certified Appraisal Roll Totals

PROGRAM DESCRIPTION:

Patsy Schultz, PCC, Fort Bend County Tax Assessor/Collector, requested that the above documents be recorded in the official minutes of the Lamar Consolidated Independent School District. A copy of the letter from Ms. Schultz requesting the receipt of information, as well as copies of the documents, is attached.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle



COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, PCC County Tax Assessor/Collector 1317 Eugene Heimann Circle Richmond, TX 77469-3623 (281) 341-3710 Fax (281) 341-9267 Email: patsy.schultz@fortbendcountytx.gov www.fortbendcountytx.gov

SUBMISSION OF 2017 TAX YEAR APPRAISAL ROLL AND NEW PROPERTY VALUE

I, Patsy Schultz, Tax Assessor Collector for Lamar CISD submit the following information from the 2017 Certified Appraisal Roll for your review:

•	Taxable Value of New Property is	\$ 560,432,026
•	Appraised Value of All Properties is	\$20,127,980,833
•	Taxable Value of All Properties is	\$15,291,266,216

Please record receipt of the above information into the minutes of your next meeting.

Patsy Schultz, PCC

Fort Bend County Tax Assessor/Collector

7/3//17 Date



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600 Phone (281) 344-8623 | Fax (281) 344-8632 www.fbcad.org

Appraisal Review Board Fort Bend County, Texas

Order Approving Appraisal Records

After review of the appraisal records of the Fort Bend Central Appraisal District and hearing and determining all taxpayer protests and taxing unit challenges which were properly brought after the Appraisal Review Board in accordance with the Texas Property Tax Code, the Board, with a quorum present, has determined that the appraisal records should be approved as changed by Board orders duly filed with the Chief Appraiser.

It is therefore ordered that the appraisal records as changed are approved and constitute the appraisal roll for the Fort Bend Central Appraisal District for the tax year 2017.

The approved appraisal records are attached to the Order and are incorporated herein by reference the same as if fully copied and set forth as length.

Total Value for <u>S01</u>

LAMAR CISD

Total Market Value \$20,127,980,833

Total Assessed Value \$17,094,025,963

Total Net Taxable Value <u>\$15,291,266,216</u>

Freeze Adjusted Taxable \$13,571,514,202

Signed this 21st day of July, 2017

Thomas DeMont

Appraisal Review Board Chairman

Fort Bend County, Texas

Thomas De Mont

Rita Garrett

Appraisal Review Board Secretary

Rola M Flanch

Fort Bend County, Texas



2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600 Phone (281) 344-8623 | Fax (281) 344-8632 www.fbcad.org

The State of Texas County of Fort Bend

Certification Statement:

"I, Glen Whitehead, Chief Appraiser for the Fort Bend Central Appraisal District, solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value which, to the best of my knowledge and belief, was determined as required by law." The value of all property in,

S01 LAMAR CISD

as shown by the certified appraisal roll for <u>2017</u>, after being submitted to and approved by the appraisal review board is:

Total Market Value

\$20,127,980,833

Total Assessed Value

\$17,094,025,963

Freeze Adjusted Taxable

\$13,571,514,202

Witness my hand, this 21st day of July, 2017

Glen T. Whitehead Chief Appraiser



2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600 Phone (281) 344-8623 | Fax (281) 344-8632 www.fbcad.org

LIMITING CONDITIONS

The appraised value estimates provided by the district are subject to the following conditions:

- 1. The appraisals were prepared exclusively for ad valorem tax purposes.
- 2. The property characteristic data upon which the appraisals are based is assumed to be correct. Exterior inspections of the property appraised were performed as staff resources and time allowed.
- 3. Validation of sales transactions was attempted through questionnaires to buyer and seller, telephone survey and field review. In the absence of such confirmation, residential and commercial sales data obtained from vendors was considered reliable.
- 4. I have attached a list of staff providing significant mass appraisal assistance to the person signing this certification.
- 5. The district's latest ratio study results are available upon request.

List of staff providing significant mass appraisal assistance to the person signing this certification:

Licensed Appraiser	Licensed Appraiser	Licensed Appraiser	Licensed Appraiser
Latisha T. Adidi	Karen M. DeLeon	Brittany N. Macon	Rodney J. Sury
Aldridge Katelin	Amanda K. Garcia	John F. Macy	Brandon K. Thompson
Michael L. Applegate	Matthew J. Hall	Aleida L. McDaniel	Paul A. Torres
Henry C. Brown	Natasha L. Herrera	Georgia L. Moncrief	Barry S. Ustynik
Tiffany D. Benjebbour	Raymond Herrera	Gilbert R. Moreno	Carlos Vasquez
Bizette Rhett	Lori G. Jackson	Barry P. ODwyer	Latonja Washington
Breaux Joscelyne	Manak Kristine		Charles Wharton
Anna Cariaga	Helen M. Jamail	Clarence Perkins	Glen T. Whitehead
Khek K. Chanthanark	Tracey C. Johnson	Donald W. Phillips	Cliff Wooten
Maria G. Charles	Irene M. Klein	Mala Ravi	
David L. Cryer	William Konesheck	Roberts Whitley	
Ryan Deluna	Assadallah Koohzad	Gerhard P. Schlepphorst	
Yvonne H. Duran	Ben A. Kruse	Brandon Schweinler	
Daniel Flores	Damian A. Lee	Schuette Loretta	
Louis W. Fredrickson	LaJuan Lewis-Paris	Katherine A. Stark	
Christene R. Garza	Elizabeth M. Llanes	Tara B. Strine	

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600 Phone (281) 344-8623 | Fax (281) 344-8632 www.fbcad.org

CERTIFICATION OF 2017 APPRAISAL ROLL

FOR S01 LAMAR CISD

"I", Glen T. Whitehead, Chief Appraiser for Fort Bend Central Appraisal District, solemnly swear that the attached is that portion of the approved appraisal roll of the Fort Bend Central Appraisal District which lists property taxable by and constitutes the appraisal roll.

2017 Appraisal Roll:

Total Market Value	\$20,127,980,833

Total Assessed Value	\$17,094,025,963
----------------------	------------------

Number of Accounts 88402

July 21st, 2017 Glen T. Whitehead Date

Chief Appraiser



2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600 Phone (281) 344-8623 | Fax (281) 344-8632 www.fbcad.org

Fort Bend County, Texas

Chief Appraisers Reasonable Estimate of Value for Property **Under Review as of 2017 Appraisal Roll Certification**

On July 21, 2017, the Appraisal Review Board of Fort Bend County, Texas, met to approve the appraisal records for tax year 2017. At the time of certification 97.06% of the roll value was approved leaving 2.94% of the value still under review. Under Section 29.01 of the Texas Property Tax Code the chief appraiser must give a reasonable estimate of value for the properties still under review.

For S01 the district's full certified appraised value is as follows:

Market Value

\$20,127,980,833

Taxable Value

\$15,291,266,216

Freez Taxable

\$13,571,514,202

A reasonable estimate of value for the properties is as follows:

Under Review

Estimated Value Adjusted For ARB Action

Market value is

\$403,833,591

Market Value

\$363,450,232

Taxable Value is

\$361,538,311

Taxable Value

\$325,384,480

Freeze Adjusted Taxable \$307,573,533

Freeze Adjusted

\$276,816,180

I, the undersigned, the duly selected chief appraiser of Fort Bend Central Appraisal District, do hereby certify this to be a reasonable estimate of value of the property still under protest for 2017.

Witness my hand, this 21st day of July, 2017.

Glen T. Whitehead Chief Appraiser

S01 - Lamar CISD (ARB Approved Totals)					Numbe	er of Properties: 8840
Land Totals						
Land - Homesite	(+)	\$2,217,448,392				
Land - Non Homesite	(+)	\$1,750,344,916				
Land - Ag Market	(+)	\$1,648,902,600				
Land - Timber Market	(+)	\$0				
Land - Exempt Ag/Timber Market	(+)	\$0				
Total Land Market Value	(=)	\$5,616,695,908	(+)	\$5,616,695,908		
Improvement Totals						
Improvements - Homesite	(+)	\$9,213,377,101				
Improvements - Non Homesite	(+)	\$3,358,851,418				
Total Improvements	(=)	\$12,572,228,519	(+)	\$12,572,228,519		
Other Totals						
Personal Property (5126)		\$1,808,337,311	(+)	\$1,808,337,311		
Minerals (4003)		\$43,802,210	(+)	\$43,802,210		
Autos (1062)		\$86,916,885	(+)	\$86,916,885		
Total Market Value			(=)	\$20,127,980,833		\$20,127,980,83
Total Homestead Cap Adjustment (4597)					(-)	\$82,524,18
Total Exempt Property (7647)					(-)	\$1,337,438,53
Productivity Totals Tatal Productivity Morket (Non-Evernet)	(1)	\$1,649,002,600				
Total Productivity Market (Non Exempt)	(+)	\$1,648,902,600				
Ag Use (3856)	(-)	\$34,910,450				
Timber Use (0)	(-)	\$0			()	£4 C42 000 4E
Total Productivity Loss	(=)	\$1,613,992,150			(-)	\$1,613,992,15
Total Assessed					(=)	\$17,094,025,96
Exemptions			(HS Assd	8,987,830,7	75)	
(HS) Homestead Local (35425)	(+)	\$0				
(HS) Homestead State (35425)	(+)	\$860,081,098				
(O65) Over 65 Local (8793)	(+)	\$0				
(O65) Over 65 State (8793)	(+)	\$85,121,790				-
(DP) Disabled Persons Local (734)	(+)	\$0				
(DP) Disabled Persons State (734)	(+)	\$6,790,715				
(DV) Disabled Vet (692)	(+)	\$6,960,914				
(DVX/MAS) Disabled Vet 100% (328)	(+)	\$68,447,937				
(PRO) Prorated Exempt Property (65)	(+)	\$1,804,902				
(PC) Pollution Control (7)	(+)	\$655,907,586				
(SOL) Solar (3)	(+)	\$59,670				
(HT) Historical (4)	(+)	\$13,089,375				
(AUTO) Lease Vehicles Ex (421)	(+)	\$73,289,570				
(FP) Freeport (18)	(+)	\$31,150,870				
(HB366) House Bill 366 (640)	(+)	\$55,320				
,,	\ /					
Total Exemptions	(=)	\$1,802,759,747			(-)	\$1,802,759,747

Freeze Assessed	\$1,921,598,654		
Freeze Taxable	\$1,618,852,873		
Freeze Ceiling (7977)	\$16,777,752.00		
**** O65 Transfer Totals			
Transfer Assessed	\$23,443,380		
Transfer Taxable	\$20,534,240		
Post-Percent Taxable	\$14,794,809		<
Transfer Adjustment (80) Freeze Adjusted Taxable (Net Taxable - Fre	\$5,739,431 eeze Taxable - Transfer Adjustment)	(=)	\$13,666,673,912
		(=)	\$13,666,673,912
Freeze Adjusted Taxable (Net Taxable - Fre		(=)	\$13,666,673,912
Freeze Adjusted Taxable (Net Taxable - Fre *** DP Freeze Totals Freeze Assessed	eeze Taxable - Transfer Adjustment)	(=)	\$13,666,673,912
Freeze Adjusted Taxable (Net Taxable - Fre	eeze Taxable - Transfer Adjustment) \$122,899,745	(=)	\$13,666,673,912
Freeze Adjusted Taxable (Net Taxable - Fre *** DP Freeze Totals Freeze Assessed Freeze Taxable	\$122,899,745 \$95,159,710	(=)	\$13,666,673,912
Freeze Adjusted Taxable (Net Taxable - Fre *** DP Freeze Totals Freeze Assessed Freeze Taxable Freeze Ceiling (685)	\$122,899,745 \$95,159,710	(=)	\$13,666,673,912
*** DP Freeze Totals Freeze Assessed Freeze Taxable Freeze Taxable Freeze Ceiling (685) *** DP Transfer Totals	\$122,899,745 \$95,159,710 \$1,022,790.56	(=)	\$13,666,673,912
*** DP Freeze Totals Freeze Assessed Freeze Taxable Freeze Ceiling (685) *** DP Transfer Totals Transfer Assessed	\$122,899,745 \$95,159,710 \$1,022,790.56	(=)	\$13,666,673,912

	ls)				Number	of Properties: 120
Land Totals						
Land - Homesite	(+)	\$73,691,415				
Land - Non Homesite	(+)	\$17,947,530				
Land - Ag Market	(+)	\$13,163,300				
Land - Timber Market	(+)	\$0				
Land - Exempt Ag/Timber Market	(+)	\$0				
Total Land Market Value	(=)	\$104,802,245	(+)	\$104,802,245		
Improvement Totals						
Improvements - Homesite	(+)	\$244,786,291				
Improvements - Non Homesite	(+)	\$12,178,875				
Total Improvements	(=)	\$256,965,166	(+)	\$256,965,166		
Other Totals						
Personal Property (162)		\$42,053,480	(+)	\$42,053,480		
Minerals (0)		\$0	(+)	\$0		
Autos (1)		\$12,700	(+)	\$12,700		
Total Market Value			(=)	\$403,833,591		\$403,833,59
Total Homestead Cap Adjustment (162)					(-)	\$6,120,59
Productivity Totals	(1)	¢42.462.200				
Total Productivity Market (Non Exempt)	(+)	\$13,163,300				
A = Llee (24)	()	¢561 620				
	(-)	\$561,630				
Timber Use (0)	(-)	\$0			()	\$42 CO4 C7
Timber Use (0)					(-) (=)	
Timber Use (0) Total Productivity Loss Total Assessed	(-)	\$0	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions	(-) (=)	\$0	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769)	(-) (=)	\$0 \$12,601,670	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769)	(-) (=) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186)	(+) (+) (+) (+)	\$0 \$12,601,670 \$0	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (O65) Over 65 State (186)	(-) (=) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (O65) Over 65 State (186) (DP) Disabled Persons Local (14)	(-) (=) (+) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700 \$0	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (O65) Over 65 State (186) (DP) Disabled Persons Local (14) (DP) Disabled Persons State (14)	(-) (=) (+) (+) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (O65) Over 65 State (186) (DP) Disabled Persons Local (14) (DP) Disabled Persons State (14) (DV) Disabled Vet (16)	(+) (+) (+) (+) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700 \$0 \$140,000 \$146,500	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (D65) Over 65 State (186) (DP) Disabled Persons Local (14) (DP) Disabled Persons State (14) (DV) Disabled Vet (16) (PC) Pollution Control (1)	(+) (+) (+) (+) (+) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700 \$0 \$140,000 \$146,500 \$28,970	(HS Assd		(=)	
Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (O65) Over 65 State (186) (DP) Disabled Persons Local (14) (DP) Disabled Persons State (14) (DV) Disabled Vet (16) (PC) Pollution Control (1) (AUTO) Lease Vehicles Ex (1)	(+) (+) (+) (+) (+) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700 \$0 \$140,000 \$146,500 \$28,970 \$32,300	(HS Assd		(=)	\$12,601,670 \$384,759,820
Ag Use (21) Timber Use (0) Total Productivity Loss Total Assessed Exemptions (HS) Homestead Local (769) (HS) Homestead State (769) (O65) Over 65 Local (186) (O65) Over 65 State (186) (DP) Disabled Persons Local (14) (DP) Disabled Persons State (14) (DV) Disabled Vet (16) (PC) Pollution Control (1) (AUTO) Lease Vehicles Ex (1) (FP) Freeport (2) Total Exemptions	(+) (+) (+) (+) (+) (+) (+) (+) (+)	\$0 \$12,601,670 \$0 \$18,797,545 \$0 \$1,818,700 \$0 \$140,000 \$146,500 \$28,970	(HS Assd	278,849,12	(=)	

**** O65 Freeze Totals			
Freeze Assessed	\$56,665,856		
Freeze Taxable	\$50,993,906		
Freeze Ceiling (165)	\$553,753.18		
**** O65 Transfer Totals			
Transfer Assessed	\$991,370		
Transfer Taxable	\$886,370		
Post-Percent Taxable	\$513,028		
Post-Percent raxable	7 - 1 - 1 - 1		
Transfer Adjustment (3)	\$373,342		
	\$373,342	(=)	\$310,171,063
Transfer Adjustment (3)	\$373,342	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze	\$373,342	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze *** DP Freeze Totals	\$373,342 se Taxable - Transfer Adjustment)	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze**** DP Freeze Totals Freeze Assessed	\$373,342 se Taxable - Transfer Adjustment) \$3,017,530	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze**** DP Freeze Totals Freeze Assessed Freeze Taxable	\$373,342 se Taxable - Transfer Adjustment) \$3,017,530 \$2,597,530	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze**** DP Freeze Totals Freeze Assessed Freeze Taxable Freeze Ceiling (12)	\$373,342 se Taxable - Transfer Adjustment) \$3,017,530 \$2,597,530	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze* *** DP Freeze Totals Freeze Assessed Freeze Taxable Freeze Ceiling (12) *** DP Transfer Totals	\$373,342 Se Taxable - Transfer Adjustment) \$3,017,530 \$2,597,530 \$25,818.07	(=)	\$310,171,063
Transfer Adjustment (3) Freeze Adjusted Taxable (Net Taxable - Freeze *** DP Freeze Totals Freeze Assessed Freeze Taxable Freeze Ceiling (12) *** DP Transfer Totals Transfer Assessed	\$373,342 te Taxable - Transfer Adjustment) \$3,017,530 \$2,597,530 \$25,818.07	(=)	\$310,171,063

Effective Tax Rate Report

Tax Year:

2017

Taxing Unit: S01 - Lamar CISD

NEW EXEMPTIONS:			
INCAN EXEMIP HONS.	COUNT	2016 ABSOLUTE EX VALUES	2017 PARTIAL EX VALUES
NEW EXEMPT PROPERTY	302	\$735,018	
NEW HS EXEMPTIONS	2,904		\$33,955,328
NEW PRO EXEMPTIONS	47		\$107,916
NEW OA EXEMPTIONS	797		\$5,138,925
NEW DP EXEMPTIONS	29		\$160,480
NEW DV1 EXEMPTIONS	11		\$55,000
NEW DV2 EXEMPTIONS	15		\$118,193
NEW DV3 EXEMPTIONS	19		\$182,000
NEW DV4 EXEMPTIONS	51		\$594,000
NEW DVX EXEMPTIONS	21		\$2,303,282
NEW HB366 EXEMPTIONS	0		\$0
NEW PC EXEMPTIONS	0		\$0

ABSOLUTE EX TOTAL		\$735,018
PARTIAL EX TOTAL	(+)	\$42,615,124
2016 TAXABLE VALUE LOST DUE TO PROPERTY BECOMING EXEMPT IN 2017	(=)	\$43,350,142

NEW ANNEXED PROPERTY:	COUNT	APPRAISED VALUE	TAXABLE VALUE
NEWLY ANNEXED PROPERTY	0	\$0	\$0
IMPROVEMENT SEGMENTS	0	\$0	
LAND SEGMENTS	0	\$0	
MINERAL	0	\$0	
OTHER	0	\$0	

TAXABLE VALUE ON NEWLY ANNEXED PROPERTY:	\$0	

NEW AG APPLICATIONS:

NEW AG APPLICATIONS COUNT		4	
2016 MARKET		\$509,439	
2017 USE	(-)	\$35,510	
VALUE LOST DUE TO AG APPLICATIONS:	(=)	\$473,929	(\$473,929 Taxable)

NEW	IMPROVEMEN	TS:
-		

N	EVV IIVIPROVEIVIEN 19.	COUNT	TOTAL APPRAISED VALUE 1	NEW CURRENT TAXABLE 2
ſ	NEW IMPROVEMENTS	2,405	\$620,413,616	\$468,647,585
Ī	RESIDENTIAL	2,357	\$552,472,665	\$427,448,960
	COMMERCIAL	40	\$67,673,251	\$41,197,386
4	OTHER	8	\$267,700	\$1,240
	NEW ADDITIONS	589	\$183,206,610	\$74,793,877

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RESIDENTIAL	583	\$158,366,610	\$71,785,851
COMMERCIAL	5	\$24,840,000	\$3,008,026
OTHER	1	\$0	\$0
PERCENT COMPLETION CHANGED	12	\$5,937,600	\$1,134,084
TOTAL NEW PERSONAL VALUE	48	\$0	\$15,856,480
SECTION 52 & 59	0	\$0	\$0
REDUCED/EXPIRING ABATEMENTS	0	\$0	\$0

TOTALS:	\$809,557,826	\$560,432,026
TOTALS	\$009,007,020	\$300,432,020

2016 TOTAL TAXABLE (EXCLUDES UNDER PROTEST) 2016 OA DP FROZEN TAXABLE 2016 TAX RATE 2016 OA DP TAX CEILING	\$14,652,281,714 \$1,543,821,837 1.3901 \$15,528,453
2017 CERTIFIED TAXABLE	\$15,291,266,216
2017 TAXABLE UNDER PROTEST	\$361,538,311
2017 OA FROZEN TAXABLE	\$1,618,852,873
2017 DP FROZEN TAXABLE	\$95,159,710
2017 TRANSFERRED OA FROZEN TAXABLE	\$5,739,431
2017 TRANSFERRED DP FROZEN TAXABLE	\$0
2017 OA FROZEN TAXABLE UNDER PROTEST	\$50,993,906
2017 DP FROZEN TAXABLE UNDER PROTEST	\$2,597,530
2017 TRANSFER OA WITH FROZEN TAXABLE UNDER PROTEST	\$886,370
2017 TRANSFER DP WITH FROZEN TAXABLE UNDER PROTEST	\$0
2017 APPRAISED VALUE	\$17,478,785,789
2017 OA DP TAX CEILING	\$18,380,114

Includes all land and other improvements of properties with new improvement values.
 Includes only new improvement value.

2016 total taxable value.	1. \$14,652,281,714
2016 tax ceilings.	2 . \$1,543,821,837
2016 total adopted tax rate. a. 2016 M&O tax rate. b. 2016 I&S tax rate.	4. 1.390050 a. 1.040050 +b. 0.350000
2016 taxable value of property in territory deannexed after Jan. 1, 2016.	7. \$0
2016 taxable value lost because property first qualified for an exemption in 2017.	8. \$43,350,142
a. Absolute exemptions.b. Partial exemptions.	a. \$735,018 +b. \$42,615,124
2016 taxable value lost because property first qualified for agricultural appraisal (1 - d or 1 - d - 1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2017.	9. \$473,929
a. 2016 market value.b. 2017 productivity or special appraisal value.	a. \$509,439 -b. \$35,510
2017 certified taxable.	\$15,291,266,216
2017 tax ceilings.	18. \$1,719,238,986
Total 2017 taxable value of properties in territory annexed after Jan.1, 2016.	20. \$0
Total 2017 taxable value of new improvements and new personal property	21. \$560,432,026

^{* 2016} Values as of Supplement 15.

CONSIDER APPROVAL OF THE CERTIFICATION OF 2017 TAX YEAR ANTICIPATED COLLECTION RATE

RECOMMENDATION:

That the Board of Trustees consider approval of the anticipated tax collection rate of 100% for the 2017 tax year.

PROGRAM DESCRIPTION:

The Texas Property Tax Code requires that the tax assessor/collector certify the anticipated tax collection rate for the upcoming year. Patsy Schultz, PCC, has certified the rate for the 2017 tax year to be 100%. A copy of her letter certifying this rate is attached.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, PCC
County Tax Assessor/Collector
1317 Eugene Heimann Circle
Richmond, TX 77469-3623

(281) 341-3710
Fax (281) 341-9267
Email: patsy.schultz@fortbendcountytx.gov
www.fortbendcountytx.gov

CERTIFICATION OF 2017 TAX YEAR ANTICIPATED COLLECTION RATE

I, Patsy Schultz, Tax Assessor Collector for Lamar CISD

Certify that the anticipated tax collection rate for 2017 tax year for Lamar CISD is estimated at 100%.

Please record this certification into the minutes of your next governing body meeting.

Patsy Schultz, PCC

Fort Bend County Tax Assessor/Collector

9.B.#5. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF RESOLUTION FOR COMMITMENT OF FUND BALANCE AS OF AUGUST 31, 2017

RECOMMENDATION:

That the Board of Trustees approve a Resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54.

IMPACT/RATIONALE:

The Governmental Accounting Standards Board (GASB) issues compliance guidelines for financial reporting. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54)*, prescribes the categories and terminology used to describe the components of fund balance. Commitments and Assignments are a part of total fund balance. GASB 54 requires that the Board of Trustees formally *commit* fund balance reserves reflected in the financial statements. The Board previously delegated the authority to *assign* other fund balance reserves to the Superintendent or Chief Financial Officer.

PROGRAM DESCRIPTION:

Committed Fund Balance includes amounts constrained by the Board for a specific purpose (major maintenance fund, future land purchases, construction projects, reserves for self-funded insurance programs, etc.). Official action must be taken by the Board of Trustees to "commit" fund balance. This authority cannot be delegated. Also, formal action is needed to impose additional commitments, or modify/remove existing commitments.

The attached Resolution proposes that the following commitments are made to the fund balance of the General Fund:

- Reserves for Self-Insurance
 - Health Plan funds as needed to cover Plan deficits
 - Workers Compensation Plan funds as needed to cover Plan deficits
- Reserve for Food Service Program \$500,000
- Reserve for Future Land Purchases to accommodate growth \$1,000,000
- Reserve for Transfer to Debt Service Fund for tax rate control \$500.000

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Michele Reynolds, CPA, Director of Finance Yvonne Dawson, Director of Budget and Treasury

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

RESOLUTION FOR COMMITMENT OF FUND BALANCE AS OF AUGUST 31, 2017

STATE OF TEXAS COUNTY OF FORT BEND

The Board of Trustees of the Lamar Consolidated Independent School District ("the District") being convened in Regular Session within the boundaries of the Lamar Consolidated Independent School District, on the 17th day of August, 2017, designates the Superintendent or Chief Financial Officer the responsibility for assigning outstanding encumbrances as of year-end from the unassigned fund balance and hereby resolves, orders, and directs that the Lamar Consolidated Independent School District commit the following portions of its August 31, 2017 General Fund unassigned fund balance as follows:

BE IT RESOLVED, the District commits an amount to cover any outstanding deficits reflected in the Internal Service Funds for self-insured health or worker's compensation.

BE IT RESOLVED, the District commits \$500,000 for any unforeseen deficits in the Food Service Fund.

BE IT RESOLVED, the District commits \$1,000,000 for the purchase of land to accommodate growth.

BE IT RESOLVED, the District commits an amount of up to \$500,000 to be transferred to the Debt Service Fund of the District to support an I&S tax rate of \$0.35 per \$100 valuation for the 2017 tax year.

	James Steenbergen, President Lamar CISD Board of Trustees
Attest:	
	Kay Danziger, Secretary Lamar CISD Board of Trustees

9.B.#6. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF PURCHASE OF CHEERLEADING, DRILL, DANCE, AND COLOR GUARD SUPPLIES, APPAREL AND EQUIPMENT

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded and met specifications to the proposal for cheerleading, drill, dance, and color guard supplies, apparel and equipment for the District.

IMPACT/RATIONALE:

Purchases shall be made for cheerleading, drill, dance, and color guard supplies, apparel and equipment. This type of award is beneficial to the District as it allows our Fine Arts and Athletics Departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031 and new federal compliance procurement guidelines as per the Education Department General Administrative Regulations (EDGAR).

PROGRAM DESCRIPTION:

RFP 15-2017LN requested vendors supply discounted catalog percentages, shipping costs, web catalog addresses and ordering specifics to Lamar CISD for the following categories:

- · Cheer tumble pads, apparel, battle flags, footwear, pom-poms, banners, and related items
- · Drill & Dance batons, travel gear, make-up, overlays, jackets and related items
- · Guard flags, show equipment, equipment bags, apparel and related items

The Fine Arts and Athletic Departments worked with the Purchasing Department on proposal specifications, evaluation, and award recommendation.

Vendors will be utilized for the diverse fine arts and athletic needs across the district. This bid will be awarded for one year with four automatic one-year renewal options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual expiration.

The procurement of cheerleading, drill, dance, and color guard supplies, apparel and equipment shall commence upon board approval. Purchases will be requested by individual campuses or district groups utilizing local and federal funds.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Nicole Nelson, Director of Athletics Ram Estrada Director of Fine Arts

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

RFP 15-2017LN CHEERLEADING, DRILL, DANCE & COLOR GUARD APPAREL SUPPLIES AND EQUIPMENT

- 1. Algy Costumes
- 2. All American Flags and Banners, INC
- 3. Artimus Concepts LLC dba Digital Performance Gear
- 4. Campus Teamwear
- 5. Cheerleading Company
- 6. Cheers Etc. INC
- 7. Danzgear
- 8. Dollamur Sport Surfaces
- 9. Down Patt
- 10. EZ Flex Sports Mats
- 11. Floyette Originals INC
- 12. Gandy INC
- 13. Georgie Girl Costumes
- 14. getpoms.com
- 15. Graphics Store
- 16. GTM Sportswear
- 17. Happyfeet INC
- 18. Knockout Sportswear
- 19. Kollege Town Sports(div of Ridell)
- 20. Leapin' Leotards LTD.
- 21. Pretty Girl Costumes
- 22. Reverence Dance Apparel
- 23. Reynolds Uniforms
- 24. STB Design LLC
- 25. Team Dynamics
- 26. Terri's Stuff
- 27. Texas Motion Sports
- 28. The Costume Closet
- 29. Tote Unlimited
- 30. Varsity Spirit Fashion
- 31. X-Grain Sportswear
- 32. YOFI Cosmetics INC

9.B.#7. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF PURCHASE OF REFURBISHED MOVING VAN SEMI-TRAILERS

RECOMMENDATION:

That the Board of Trustees approve Clubhouse Trailer Co. LLC and Utility Trailer Sales S.E. Texas Inc. for refurbished moving van trailers for the District at a base cost not to exceed \$35,000 per semi-trailer.

IMPACT/RATIONALE:

Trailers will be pulled by truck tractor to transport equipment to events in which Lamar CISD participates, such as band and athletic events. This type of award is beneficial to the District as it allows for price negotiations on an individual basis under the terms of this proposal, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

Trailers will be purchased in a base model, with a price not to exceed \$35,000 per trailer. Installation of specialized ramps/shelving, decal removal/application, painting, application of exterior wraps, etc. may be purchased separately to customize the base trailer according to each campus' needs. The awarded vendors provide such goods and services and may be selected for such items.

PROGRAM DESCRIPTION:

RFP 26-2017LN requested that vendors complete a category listing of their business capabilities for refurbished moving van trailers from the following categories:

- · Full custom build services
- · Refurbish/restoration
- · Inspection and maintenance services
- · 100% turnkey refurbished trailers, including delivery

The Transportation and Fine Arts Department worked with the Purchasing Department on proposal specifications and evaluation. Award recommendation was for all respondents (2).

Vendors will be utilized for the diverse needs of the district. This bid will be awarded for a one-year term with four automatic one-year renewal options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual expiration.

The trailers will be managed by the District's Transportation Department. Purchases will be requested by individual campuses utilizing various sources of funding.

Submitted by: Kevin McKeever, Administrator for Operations

Mike Jones, Director of Transportation Ram Estrada, Director of Fine Arts

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

RFP # 26-2017LN Custom Refurbished Moving Van Trailers

	Purchase	Reputation	Statement of	Extent to	Past	Long term	Staff &	
	Price	of Service	Qualifications	meet needs	Relation	Cost	Insurance	
	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	TOTAL
Vendors	max 15pts	max 15pts	max 15pts	max 30pts	max 5pts	max 10pts	max 10pts	POINTS
Clubhouse Trailer Co. LLC	15	10	15	30	3	10	10	93
Utility Trailer Sales S.E. Texas Inc.	15	10	15	30	3	10	10	93
Systems Transportation Equipment	_	_	_	_	_	_	_	no bid

9.B.#8. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF 2017-2018 COMPENSATION PLAN

RECOMMENDATION:

That the Board of Trustees consider approval of the 2017-2018 Compensation Plan, as presented.

IMPACT/RATIONALE:

Funds will be included in the 2017-2018 budget, as per direction from the Board of Trustees, for each classification of employee outlined in the plan. The Compensation Plan reflects salary information for the 2017-2018 school year.

PROGRAM DESCRIPTION:

Each year the administration prepares the Compensation Plan for approval by the Board of Trustees. This plan represents all pay information including salary supplements and substitute pay.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Base Salary Range

10 - Month Salary Range Minimum: \$53,750

10 - Month Salary Range Maximum: \$75,000

Continuing teachers will receive a \$1,900 increase for 2017-18.

Master's Degree Stipend: \$1,000

Teachers with a Doctorate will receive the Master's Degree Stipend.

Teachers and related staff will be paid annual salaries within the pay range.

Salaries are determined on an individual basis based on each person's creditable years of experience and credentials.

Annual salaries are adjusted for work periods longer than 10 months.

Salary advancement is based on an annual pay raise budget approved by the Board of Trustees and cannot be predicted beyond one year.

This schedule applies to Counselors, Family Support Specialists, Speech Therapists, High School Registrars, Diagnosticians, ROTC Instructors, Nurses, Librarians, Orientation and Mobility Specialists, G/T Facilitators, Accelerated Language Program Facilitators, Physical Therapists, Occupational Therapists, Instructional Coaches, Instructional Coordinators-Campus, Instructional Facilitators -Special Education, Intervention Specialists, Dyslexia Specialists, Testing Coordinators, Assistive Technology Specialists Early Childhood Curriculum & Family Engagement Specialist and ARD Specialists.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2017-18 COMPENSATION PLAN ADMINISTRATIVE/PROFESSIONAL

Daily

\$200.15

\$244.09

\$288.02

Pay
Grade Job Title Minimum Midpoint Maximum

Athletic Grounds Coordinator

Buyer, Purchasing

1

HOME Instructor, Project LEARN

Parent Education Specialist, Project LEARN

Daily \$230.17 \$280.70 \$331.22

Asst. Purchasing/Materials Manager

Bus Discipline Supervisor

Capital Assets/Textbook Accountant

Food Service Dietician/Menu Planner

Manager/Graphic Arts/Communications Specialist

Operations Manager

Speech-Language Pathology Assistant

Staff Accountant

Student Accounting Specialist

Parent Educator - Campus

3 Daily \$260.09 \$317.18 \$374.27

Asst Director, Finance

Asst Director, Food Service

Budget Analyst - State and Federal Programs

Communications Coordinator

Coordinator, Project LEARN

Executive Director - L.E.A.F.

Facilitator, College Career

Facilitator, Parent Involvement

Fleet Services Manager

Multimedia Specialist/Videographer

Operations Manager, Transportation

Personnel Specialist, Auxiliary

Personnel Specialist, Elementary

Pool Manager

Special Needs Coordinator, Transportation

Student Assessment Specialist

Substance Abuse Specialist

Transportation Site Manager

4 | Daily | \$278.56 \$339.70 \$400.85

Asst Director, Operations

Asst Director, Transportation

Asst Principal, ES

Campus Instructional Technology Specialist

Energy Coordinator

Recruiter, Human Resources

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2017-18 COMPENSATION PLAN ADMINISTRATIVE/PROFESSIONAL

Pay
Grade Job Title Minimum Midpoint Maximum

Technology Development Specialist Tite I Special Projects Coordinator

Web Developer

5 Daily \$293.18 \$357.54 \$421.91

ABATherapist, BCBA

Adult Transition Program Coordinator

Asst Principal, MS

Coordinator for Student Achievement & Data Interpretation

Dyslexia Coordinator

Manager of Special Projects, Technology

Programmer/Analyst

Server/Storage Systems Engineer

Special Education Compliance Coordinator

Staff Development Coordinator

6 Daily \$315.72 \$378.10 \$440.49

Administrator for Truancy/Dropout Prevention

Administrator, Student Accounting

Asst Director, Assessment and Compliance

Asst Director, Special Programs

Asst Principal, HS

Asst Principal, JH

Asst Principal, Special Sites

Director, Federal Programs

Director, Information Services

Director, Network Services

Director, Special Projects

Director, Technology Development

Director, Technology Integration

Instructional Coordinator, Admin.

Payroll Manager

7 Daily \$363.86 \$435.76 \$507.66

Assoc Principal, HS

Asst Director, Employee Services & Risk Management

Asst Director, Staffing & Records Management

Director, Advanced Studies

Director, Bilingual/ESL Curriculum & Instructional

Director, Fine Arts

Early Childhood Principal

Principal, ES

Purchasing/Materials Manager

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2017-18 COMPENSATION PLAN ADMINISTRATIVE/PROFESSIONAL

Pay			_			
Grade	Job Title			Minimum	Midpoint	Maximum
0			D.11	4200 55	4465.45	A=44.55
8	A sall is St. 1		Daily	\$388.43	\$465.17	\$541.93
	Asst Athletic Director					
	Campus Coordinator/Head Football Coach					
	Director, Budget & Treasury					
	Director, Career and Technology					
	Director, Curriculum					
	Director, Research/ Assessment & Accountability					
	Director, Student Support Services					
	Principal, ALC (DAEP)					
	Principal, JH					
	Principal, MS					
9			Daily	\$423.97	\$504.72	\$585.47
-	Director, Athletics	_				
	Director, Finance					
	Director, Food Service					
	Director, Transportation					
10			Daily	\$457.89	\$545.11	\$632.31
	Director, Special Programs					_
	Operations Administrator					
	Principal, HS					
11			Daily	\$508.76	\$605.66	\$702.56
	Executive Director, Community Relations			•		
	Executive Director, Elementary Ed					
	Executive Director, Secondary Ed					
	•					
12			Daily	\$549.46	\$654.12	\$758.78
	Chief Academic Officer			•		

Chief Academic Officer
Chief Financial Officer
Chief Human Resources Officer
Chief Technology Information Officer

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2017-18 COMPENSATION PLAN CLERICAL/PARAPROFESSIONAL

Hourly

\$10.85

\$13.56

\$16.27

Pay
Grade Job Title Minimum Midpoint Maximum

Aide, Bilingual/ESL

Aide, Compensatory

Aide, Instructional

Aide, LRC

1

Aide, Physical Education

Aide, Pre-Kindergarten

Aide, Project LEARN

Aide, Special Assignment Class

Aide, Title I

Clerk, Elementary/Secondary

Clerk, Monitor (2.5 hour)

Clerk, Transportation

2 | Hourly | \$11.41 \$14.27 \$17.12

Aide, ALC/Special Sites

Aide, Computer Assistance

Aide, Credit Restoration

Aide, IBC

Aide, In-School Suspension

Aide, Intake (ALC)

Aide, Keyboarding

Aide, Life Skills

Aide, PASS

Aide, PPCD

Aide, SILC/PASS

Aide, SIP

Aide, Sp Ed Additional Support

Aide, Sp Ed Behavior Specialist

Aide, Sp Ed Resource

Clerk Monitor (8 hour)

Choir, Assistant/Accompanist

Clerk, Special Education Coordinator

Job Coach

Receptionist, Campus

Receptionist, Sp Ed Annex

3 | Hourly | \$12.10 \$15.12 \$18.15

Activity Reconciliation Clerk, Athletics

Admin Asst, Adult Transition Program Coordinator

Admin Asst, Sp Ed SS

Aide, Lead Behavior Specialist

Clerk, Athletic Office

Clerk, SEMS

Project LEARN Parent Engagement & Literacy Specialist

Receptionist, Central Office

Water Safety Instructor

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2017-18 COMPENSATION PLAN CLERICAL/PARAPROFESSIONAL

\$13.44

Hourly

\$16.79

\$20.16

Pay
Grade Job Title Minimum Midpoint Maximum

Admin Asst, Asst Principal (HS, JH)

Admin Asst, Counselor

4

Admin Asst, Federal Programs Director

Admin Asst, Project LEARN

Admin. Asst, Student Support Svcs/At Risk Attendance

Aide, Braille & Tactual Materials Specialist

Aide, Liaison for At-Risk/Attendance

Clerk, Accounting

Clerk, Attendance HS

Clerk, Attendance JH

Clerk, Food Service-Accounting

Clerk, Registrar

Data Specialist, Sp Ed/Assessment

Technician, HR/Employee Benefits

5 Hourly \$16.00 \$20.00 \$23.97

Admin Asst, Associate Principal HS

Admin Asst, Asst. Directors - Special Programs/Compliance

Admin Asst, Coordinator of Staff Development

Admin Asst, Director Advanced Studies

Admin Asst, Director Bilingual/ESL

Admin Asst, Director of CTE

Admin Asst, Director Fine Arts

Admin Asst, Director of Research and Accountability

Admin Asst, Payroll Transportation

Admin Asst, Technology Integragion and Development

Clerk, Accounts Payable

Clerk, Accounts Payable-Bond

Clerk, Food Service-Free & Reduced

Clerk, Human Resources

Clerk, Maintenance and Operations

Data Technician

PEIMS Specialist - Special Education

Purchasing Assistant

SHARS/Medicaid Specialist

6 | Hourly | \$16.79 \$20.98 \$25.18

Admin Asst, Director of Athletics

Admin Asst, Director of Finance

Admin Asst, Director of Food Service

Admin Asst, Director of Maintenance & Operations

Admin Asst, Director of Transportation

Admin Asst, Principal (ALC, ES, ECC, MS, JH)

Admin Asst, Special Sites

Clerk, Employee Management System

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2017-18 COMPENSATION PLAN CLERICAL/PARAPROFESSIONAL

Pay
Grade Job Title Minimum Midpoint Maximum

Clerk, Instructional Coordinator - Admin

Clerk, Payroll Compliance/Reporting

Clerk, Payroll Leaves and Absences

Clerk, Payroll (Part-Time)

HR Specialist

Specialist, FFE & Purchasing

7 Hourly \$19.27 \$23.50 \$27.74

Admin Asst, Administrator for Operations

Admin Asst, Director of Special Programs

Admin Asst, Principal HS

Deaf Interpreter

District Translator

LVN/Teacher Aide

Specialist, Accounting Federal/Special Programs

8 Hourly \$20.62 \$25.15 \$29.68

Admin Asst, Academic Administrator

Admin Asst, Chief Financial Officer

Admin Asst, Chief Human Resources Officer

Admin Asst, Chief Technology Information Officer

Admin Asst, Exec Dir of Community Relations

Admin Asst, Exec Dir of Elementary Ed

Admin Asst, Exec Dir of Secondary Ed

Coordinator, Accounts Payable/Cash Management

Payroll Specialist

Specialist, Employee Benefits

9 Hourly \$26.81 \$32.69 \$38.58

Admin Asst, Superintendent & Board of Trustees

Pay Grade	Job Title		Minimum	Midpoint	Maximum
11		Hourly	\$11.98	\$14.34	\$16.71
	Specialist, Graphic Arts				
12		Hourly	\$13.95	\$16.71	\$19.48
	Mail Center Supervisor				
	Printer				
	Specialist, Computer Publications				
13		Hourly	\$16.21	\$19.43	\$22.63
	Technician, Print Production				
14		Hourly	\$20.59	\$24.66	\$28.74
	AV Technical Specialist				
	Computer Operator 2				
	Computer Publications Specialist, Lead				
	Data Assessment Specialist				
	Help Desk Technician				
	PC Technician II				
	PC Technician, Service Lead				
	D: 1 1				
	Printer, Lead				

Certified Occupational Therapist Assistant LVN (Campus) Network Technician Technical Services Manager

Hourly

\$10.45

\$12.75

\$15.05

Pay
Grade Job Title Minimum Midpoint Maximum

Culinary Helper

1

Custodian, Day (Secondary)

Custodian, Night

Custodian, Rotating Crew

Laundry Worker

2 Hourly \$11.40 \$13.62 \$15.84

Aide, Bus

Custodian, Lead I

Delivery Driver

Laundry Worker, Sr

Specialist 1, Culinary

Traffic Control Monitor

Warehouse Driver I

3 | Hourly | \$12.79 \$15.33 \$17.84

Athletic Field Technician

Custodian, Lead II

Floor Care Technician

General Maintenance Tech

Lawn Works Tech

Manager In Training, Food Service

Mechanic Assistant

Warehouse Receiving Clerk

4 | Hourly | \$14.63 \$17.56 \$20.49

Athletic Grounds Crew Leader

Custodian, Lead III

Floor Crew Machine Tech

Food Service Specialist, Special Services

Laundry Worker, Lead

Lawn Works Lead

Lawn Works Tech Sr

Mechanic I, Transportation

Playground Tech IV

Pool Technician

Warehouse Assistant - FS

5 | Hourly | \$15.49 \$18.89 \$22.29

Custodian, Lead IV Lawn Works Mechanic

Pay
Grade Job Title Minimum Midpoint Maximum

Maintenance Technician

Manager I, Food Service

Manager, Food Service Warehouse

Parts Manager, Transportation

Planner/Scheduler

Preventive Maintenance Tech

Preventive Maintenance Specialist, Transp

6 Hourly \$18.16 \$22.15 \$26.13

Bus Operations Specialist

Concession Stand Manager

Food Service Maintenance Tech

M&O Buyer/Inventory Control

Maintenance Technician, Sr

Maintenance Technician, Sr - Fire Alarm

Manager II, Food Service

Manager, Integrated Pest

Mechanic II, Transportation

Supervisor, Planner/Scheduler

Training and Safety Coordinator

Security Officer/Certified Peace Officer

8 Hourly \$24.19 \$29.50 \$34.80

Custodial Supervisor

Food Service Coordinator

Lead Mechanic - Transportation

Supervisor, Grounds

Supervisor, Maintenance

Supervisor, Warehouse

99 | Hourly | \$17.52 \$20.46 \$23.41

Dispatcher, Transportation

Bus Driver

Flex Driver

	EXTRA		
SITION	DAYS	STIPEND	
partment Chairpersons - Math, Reading, English,			
ial Studies, Science, Special Education			
Senior High		1,650	
Junior High		1,650	
oral Music			
Senior High	2	4,950	
Senior High Assistant		2,750	
Junior High		2,750	
Junior High Assistant		1,650	
trumental Music			
Director, High School	20	4,950	
Asst. Director, High School	18	3,300	
Director, Junior High School	12	3,300	
Asst. Director, Junior High School	10	2,750	
Asst. Director, Middle School	7	2,750	
eech and Debate			
Senior High		3,300	
Junior High		880	
Asst. Speech/Debate High School		550	
eater			
Senior High		3,300	
Senior High, Asst		1,650	
Junior High		1,100	
wspaper and Yearbook			
Senior High, Newspaper		1,320	
Senior High, Yearbook		1,650	
Junior High, Newspaper		440	
Junior High, Yearbook		440	
Ident Activity Sponsors			
Senior High, Dance Team	10	3,740	
	10	3,740 1,980	
<u> </u>	10		
Senior High, Dance Team Senior High, Dance Team Asst.	10	1,980	
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader	10	1,980 3,740	(2 squ
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader Senior High, Cheerleader (JV)	10	1,980 3,740 1,100	(2 squ
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader Senior High, Cheerleader (JV) Senior High, Student Council	10	1,980 3,740 1,100 1,320 1,100	(2 squ
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader Senior High, Cheerleader (JV) Senior High, Student Council Junior High, Cheerleader	10	1,980 3,740 1,100 1,320 1,100	(2 squ
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader Senior High, Cheerleader (JV) Senior High, Student Council Junior High, Cheerleader Junior High, Student Council	10	1,980 3,740 1,100 1,320 1,100 1,100 550	
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader Senior High, Cheerleader (JV) Senior High, Student Council Junior High, Cheerleader Junior High, Student Council University Interscholastic League - Senior High	10	1,980 3,740 1,100 1,320 1,100 1,100 550 440	
Senior High, Dance Team Senior High, Dance Team Asst. Senior High, Cheerleader Senior High, Cheerleader (JV) Senior High, Student Council Junior High, Cheerleader Junior High, Student Council	10	1,980 3,740 1,100 1,320 1,100 1,100 550	(2 squ per ev

POSITION	EXTRA DAYS	STIPEND	
Student Activity Sponsors	-		' 1
Student Activity Sponsors			J
Elementary UIL Coordinator		200	
Disctrict Sponsored Activities		440	
Academic Decathlon/Science Olympiad/Star C	hallenge - High School	1,100	
Special Olympics, Head Coach		1,320	per sport (3
Special Olympics, Asst. Coach		1,100	per sport (3
High School Leadership		1,100	1 per HS

SITION	STIPEND
ner Supplemental Pay	
	5 500 / W
Lead Nurse	5,500 / Year
Superintendent's Secretary - Board Meeting	4,950 / Year
Bilingual Certified Teachers, PK-5 Bilingual Program	3,850 / Year
Bilingual ESL Lead Teacher - Bilingual Campus	3,850 / Year
Accelerated Language Program Facilitators	3,850 / Year
Speech Therapist with Certificate of Clinical Competence (CCC)	3,300 / Year
GROW/POLARIS Project	2,500 / Year
Diag/LSSP	2,420 / Year
Lead Speech Language - Pathologist	2,420 / Year
Lead Diagnostician	2,420 / Year
Lead LSSP	2,420 / Year
Occupational Therapist	2,420 / Year
Physical Therapist	2,420 / Year
Speech - Language Pathologist	2,420 / Year
Speech Therapist with State Board License	2,200 / Year
Lead Speech Path, Supervision Stipend	2,200 / Year
Counselor	2,200 / Year
Registrar	2,200 / Year
Nurse	2,200 / Year
Family Support Specialist	2,200 / Year
ESL Certified Teachers, PK-5 Dual Language Program	1,650 / Year
ESL Lead Teacher - ESL Campus	1,650 / Year
Speech Therapist with TEA Certification	1,100 / Year
Speech Therapy Assistant Supervision Stipend	1,100 / Year
After School Detention	25.00 / Hour
Bus Driver Certification	Regular Rate
Common Threads Manager	25.00 / Hour
Curriculum Writing	30.00 / Hour
Extended Day Program	25.00 / Hour
Facility/Gym Supervisor	25.00 / Hour
In-Home Training (Certified Teachers)	25.00 / Hour
New Teacher Mentors	25.00 / Hour
Night School Administrator	35.00 / Hour
Night School Teacher	25.00 / Hour
Plato Lab	25.00 / Hour
Project LEARN Early Childhood Aide (Part-time)	10.00 / Hour
Project LEARN Nurse	25.00 / Hour
Project LEARN Teacher (Part-time) Bachelor's Degree	25.00 / Hour
SAT/PSAT	25.00 / Hour
Saturday Clock Hours - Administrators	35.00 / Hour
Saturday Clock Hours - Teachers	25.00 / Hour

POSITION	STIPEND
Other Supplemental Pay	
Sound & Light Technician (Adult Professional)	30.00 / Hour
Sound & Light Technician (Trained Student)	15.00 / Hour
Staff Development Presenters	30.00 / Hour
Summer School Aides/Clerks	13.00 / Hour
Summer School Bus Aide	Position Rate
Summer School Bus Driver	Position Rate
Summer School Counselor	\$4,200 stipend per session
Summer School Food Service	Position Rate
Summer School Nurses	30.00 / Hour
Summer School Principal	\$5,000 stipend per session
Summer School Registrar	\$4,200 stipend per session
Summer School Social Worker	25.00 / Hour
Summer School Teacher	30.00 / Hour
Summer School Teacher - SSI/EOC	35.00 / Hour
Summer School Testing Coordinator	35.00 / Hour
Summer Program Facilitator/Coordinator	\$4,200 stipend per session
Testing Facilitator	25.00 / Hour
Testing Proctor (Exempt Staff)	25.00 / Hour
Tutor (Part-time)	25.00 / Hour
Tutorials	25.00 / Hour

YMCA Gym Supervisor

25.00 / Hour

	EXTRA	
POSITION	DAYS	STIPEND

ATHLETIC STIPENDS - HIGH SCHOOL

Football		
Offensive/Defensive Coordinator	15	4,400
Special Teams Coordinator	13	4,400
Varsity Assistant	12	4,400
JV Head	12	3,300
JV Assistant	12	2,640
Sophomore Head	12	2,640
Sophomore Assistant	12	2,420
Freshman Head	12	3,190
Freshman Assistant	12	2,200
Basketball - Boys		
Varsity	8	4,400
JV	8	2,750
Sophomore		1,980
Freshman		1,980
Basketball - Girls		
Varsity	8	4,400
JV	8	2,750
Freshman		1,980
Volleyball		
Varsity	10	3,300
JV	10	1,980
Freshman	10	1,650
Track (Boys & Girls)		
Varsity Head	2	3,850
Varsity Asst.	2	2,310
JV Head		1,980
Freshman Head		1,870
Cross Country (Boys & Girls)		
Varsity	5	2,200
Tennis (Boys & Girls)		
Varsity	5	4,950
JV	5	3,300
Freshman		1,980

	EXTRA	
POSITION	DAYS	STIPEND

ATHLETIC STIPENDS - HIGH SCHOOL		
Golf		
Varsity		4,950
Asst.		1,980
Baseball		
Varsity Head	2	3,850
Varsity Asst.	2	2,200
JV		1,980
Sophomore		1,980
Freshman		1,980
Swimming		
Varsity	8	3,850
Asst. (If number of participants exceed 45)		1,980
District - Diving	8	3,850
	_	3,232
Soccer (Boys & Girls)		
Varsity	2	3,850
Asst.	2	2,200
Softball		
Varsity	2	3,850
Asst.	2	2,200
JV		1,980
Freshman		1,980
Trainer		
Head	15	5,500
Asst.	14	4,400
Wrestling		
Varsity		3,850
Asst. (Prior Approval Required)		1,980
JV		1,980

	EXTRA	
POSITION	DAYS	STIPEND

ATHLETIC STIPENDS - JUNIOR HIGH SCHOOL

ATTILL TIC STIP ENDS - JONION THIGH SCHOOL		
Campus Coordinator		
Coordinator	14	3,300
Football		
Head 8th grade	14	1,980
Asst. 8th grade	5	1,760
Head 7th grade	5	1,760
Asst. 7th grade	5	1,650
Basketball (Boys & Girls)		
Head 8th grade		1,540
Asst. 8th grade		1,320
Head 7th grade		1,320
Asst. 7th grade		1,320
Cross Country		
Boys & Girls		600
Volleyball		
Head 8th grade		1,320
Asst. 8th grade		1,210
Head 7th grade		1,210
Asst. 7th grade		1,210
Track (Boys & Girls)		
Head 8th grade		1,320
Asst. 8th grade		1,210
Head 7th grade		1,210
Asst. 7th grade		1,210
Tennis (Boys & Girls)		
Head		1,320

ATHLETIC EVENTS/CONCESSION STAND

FOOTBALL - Home & Visitor	Varsity	HS Sub-Varsity/JH	Play-Off/UIL Events	Tournament
Stadium Manager	\$110	N/A	\$125	N/A
Assistant Stadium Manager	\$75	N/A	\$100	N/A
Ticket Sales Manager	\$110	N/A	\$125	N/A
Assistant Banker (2nd Half Only)	\$60	N/A	\$65	N/A
Press Box Supervisor	\$60	N/A	\$65	N/A
Announcer	\$60	N/A	\$65	N/A
Spotter	\$50	N/A	\$55	N/A
Scoreboard Operator	\$60	\$15/game	\$65	N/A
Gate Supervisor (Full Game)	\$60	N/A	\$65	N/A
Gate Monitor (Full Game)	\$45	N/A	\$50	N/A
Ticket Booth Captain (Full Game)	\$65	\$33 + \$10/hr after 4 hrs	\$70	N/A
Booth Staff (Halftime)	\$35	N/A	\$40	N/A
Booth Staff (3 Quarters)	\$45	N/A	\$50	N/A
Booth Staff (Full Game)	\$55	N/A	\$60	N/A
Parking Supervisor	\$90	N/A	\$95	N/A
Parking Attendant (Halftime)	\$45	N/A	\$50	N/A
Parking Monitors (Full Game)	\$60	N/A	\$65	N/A
Athletic Trainer	N/A	\$25/hr	\$25/hr	N/A
VOLLEYBALL	Varsity	HS Sub-Varsity/JH	Campus Play- Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock/Scoreboard	\$15/game	\$10/game	\$30/game	\$10/game
Scorebook	\$15/game	\$10/game	\$30/game	\$10/game
Libero Tracker	\$15/game	\$10/game	\$30/game	\$10/game
Event Supervisor	N/A	N/A	\$100	N/A
Assistant Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	\$25/hr	\$25/hr	\$25/hr
Announcer	N/A	N/A	\$30/game	N/A
BASKETBALL	Varsity	HS Sub-Varsity/JH	Campus Play- Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock	\$15/game	\$10/game	\$30/game	\$10/game
Scorebook	\$15/game	\$10/game	\$30/game	\$10/game
Announcer	N/A	N/A	\$30/game	N/A
Event Supervisor	N/A	N/A	\$100	N/A
	14/ 🔼	11/ 17	ν100	
Assistant Supervisor	N/A	N/A	\$75	N/A

ATHLETIC EVENTS/CONCESSION STAND

SWIMMING/DIVING	Invitationals	District	Regionals	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	N/A
Hy-Tek/Daktronics Operator	\$35	\$50	\$65	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
Lifeguards	\$12/hr	\$12/hr	\$12/hr	N/A

WRESTLING	Varsity	HS Sub-Varsity	Campus Play- Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock/Scoreboard	\$25/session	\$25/session	N/A	\$50/day
Event Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
SOCCER	Varsity	HS Sub-Varsity	Campus Play- Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock	\$30	\$20	\$30	N/A
Event Supervisor	N/A	N/A	\$100	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
SOFTBALL / BASEBALL	Varsity	HS Sub-Varsity	Campus Play- Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Scoreboard	\$15/game	\$10/game	\$30/game	N/A
Event Supervisor	N/A	N/A	\$100/game	N/A
Announcer	\$15/game	N/A	\$30/game	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
Field Prep	N/A	N/A	\$100	N/A
Pitch Counter	\$15/game	\$10/game	\$25/game	\$10/game
TRACK	Varsity	HS Sub-Varsity/JH	Campus Play- Off/UIL Events	Tournament
Starter	\$100	\$100	\$100	N/A
Back-up Starter	\$50	\$50	\$50	N/A
Announcer	\$50	\$35	\$50	N/A
Computer Coordinator	\$100	\$100	\$100	N/A
Computer Operator	\$50	\$50	\$50	N/A
Meet Manager	\$50	\$50	\$50	N/A

ATHLETIC EVENTS/CONCESSION STAND

Concession Services	Rates
Worker	\$11/hr all events
Cashier	\$55/event
Assistant Manager	\$15/hr

UIL Game Reports	Rate
(If done by host)	\$75 / Event

Summer Programs	Rates
Camp Directors	\$50/hr (4 max/day)
Camp Instructors	\$25/hr (4 max/day)
Natatorium Director	\$25/hr

POSITION	RATE

FINE ARTS/MARCHING CONTEST	Per 4-hour shift, unless otherwise noted
Ticket Seller	\$40 / Event
Announcer	\$60 / Event
Band Monitor	\$15 / Band
Bus Parking Monitor	\$50 / Event
Clock/Scoreboard	\$50 / Event
Contest Office & Tabulations	\$45 / Event
Extend. Ticket Taker/Gate Keeper	\$45 / Event
Field Coordinator	\$60 / Event
Judge's Assistant	\$40 / Event
Loading Gate Monitor	\$50 / Event
Monitor Trainer & Bus Check In	\$50 / Event
Parking Monitors	\$50 / Event
Parking Secuirty	\$45 / Event
Parking Supervisor	\$75 / Event
Pass Gate Supervisor	\$50 / Event
Pit Warm Up Monitor	\$50 / Event
Security	\$40 / Hour
Tabulations	\$40 / Event
Ticket Taker/Gate Keeper	\$40 / Event
Track Monitor	\$50 / Event

POSITION RATE

SUBSTITUTE - TEACHERS, ADMINISTRATORS, AND PARAPROFESSIONALS

ubstitute Teachers		
Certified	\$103 / Day	
Substitute Nurse, RN	\$103 / Day	
Degreed	\$93 / Day	
Substitute Nurse, LVN	\$93 / Day	
Certified Long-term degreed/ Nurse RN (Ten or more consecutive days as a substitute for the same classroom teacher as approved by the Chief Human Resource Officer)	\$160 / Day	
Long-term degreed/ Nurse LVN	\$119 / Day	
(Ten or more consecutive days as a substitute for the same classroom teacher as approved by the Chief Human Resources Officer)		
Non-Degreed	\$83 / Day	
Long-term Non-Degreed		
Less than 30 hours	\$83 / Day	
30-59 hours	\$88 / Day	
60+ hours	\$93 / Day	
ubstitute Administrator		
Elementary/Secondary	One half of Daily Rate of	
	Last Employment but no less than \$164.50	
Secondary	Additional \$35.00 per day	
Secondary	for extended day activities.	
Interim Administrative Assignments	Rate determined based upon position	
ubstitute Clerks/Aides		
Degreed and Non-degreed	\$83 / Day	
Substitute Crossing Guard	\$8.25 / Hour	
Substitute Cafeteria Monitor	\$7.25 / Hour	
Substitute Food Service	\$7.25 / Hour	

POSITION	HOURLY RATE
PART TIME EMPLOYEES	
High School Student	\$7.25
College Student Minimum hours per semester - 12 (Documentation required for each year year of college standing)	\$7.50
Life Guards W/ W.S.I.	\$7.25-\$8.50 \$7.50-\$8.75
Swimming Instruction - W.S.I. Certified	\$10.00-\$12.00
Swimming Instruction - Private Lessons	\$20.00-\$25.00
Crossing Guard	\$9.00

CONSIDER APPROVAL OF ORDER TO ENTER INTO AN AGREEMENT WITH FORT BEND COUNTY AND OTHER ENTITIES TO HOLD A JOINT ELECTION AND FOR THE PROVISION OF ELECTION SERVICES

RECOMMENDATION:

That the Board of Trustees approve the order to enter into an agreement with Fort Bend County and other entities to hold a joint election and to contract for election services in connection with the District's bond election to be held on Tuesday, November 7, 2017.

IMPACT/RATIONALE:

At its meeting on August 1, 2017, the Board of Trustees adopted an order calling a bond election for November 7, 2017. In order to comply with the Texas Election Code and reduce the costs to the District of holding the bond election, it's in the interest of the District to enter into a contract with Fort Bend County and other political subdivisions in Fort Bend County to participate in a joint election on the November 7, 2017 uniform election date and to contract with Fort Bend County for the provision of election services. The order calling the District's election anticipated that the election would be conducted as a joint election and that the District would contract with the County for election services as it has done in the past.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent of Schools

THE STATE OF TEXAS COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Lamar Consolidated Independent School District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 7, 2017 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

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

RECITAL

The Lamar Consolidated Independent School District is holding a Special Election on November 7, 2017 (at the expense of the Political Subdivision) for the purpose of approving, or disapproving, bonds.

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

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

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

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

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

Fort Bend County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 7, 2017 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 6, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 7, 2017 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted

by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager: John Oldham, Elections Administrator

Tabulation Supervisor: Robin Heiman, Assistant Elections Administrator

Presiding Judge: Lisa Railsback, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. RECORDS OF THE ELECTION

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

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

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

XIII. RECOUNTS

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

XIV. MISCELLANEOUS PROVISIONS

- 1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
- 2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
- 4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
- 5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- 6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
- 7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$25,693.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$15,415.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the statutory deadline to call an election. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 7, 2017 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 67th day (September 1, 2017) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 60th day before the election (September 8, 2017) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 55th day before Election Day (September 13, 2017), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

	IY HEREOF, this agreement, its as follows, to-wit:	multiple originals all of equal force, has been executed on behalf of the
(1)	It has on the day of the County Judge and the Elec	, 2017 been executed on behalf of Fort Bend County by tions Administrator pursuant to the Texas Election Code so authorizing;
(2)	Consolidated Independent Sch	of, 2017 been executed on behalf of the Lamar nool District by its Presiding Officer or authorized representative, pursuant Body of the Lamar Consolidated Independent School District.
ATTEST:		FORT BEND COUNTY
Laura Richard,	, County Clerk	ByRobert E. Hebert, County Judge
ATTEST:		Lamar Consolidated Independent School District
		Ву
CONTRACTIN	IG OFFICER	APPROVED AS TO FORM:
		Ву
John Oldham Elections Adm	inistrator	Matthew Grove Assistant County Attorney

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Austin Parkway Elementary School	4400 Austin Pkwy	SUGAR LAND	77479
BAPS Shri Swiminarayan Mandir	1150 Brand Lane	STAFFORD	77477
Beasley City Hall	319 S. 3rd St	BEASLEY	77417
Beck Jr. High School	5200 S Fry Rd	KATY	77450
Beckendorf Jr High School	8200 South Fry Rd.	KATY	77494
Bowie Middle School	700 Plantation Dr	RICHMOND	77406
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Calvary Baptist Church	4111 Airport Ave	ROSENBERG	77471
Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
Cinco Ranch Branch Library	2620 Commercial Center Dr	KATY	77494
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clayton Oaks Assisted Living	21175 Southwest Freeway	RICHMOND	77469
Clements High School	4200 Elkins Dr	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
Crockett Middle School	19001 Beechnut	RICHMOND	77469
Deseo at Grand Mission	19002 Mission Park Dr	RICHMOND	77407
Dickinson Elementary School	7110 Greatwood Pkwy	SUGAR LAND	77479
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Fairgrounds Building "D"	4310 Highway 36 S	ROSENBERG	77471
First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Four Corners Community Center	15700 Old Richmond Rd	SUGAR LAND	77478
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	6707 FM 1464	RICHMOND	77407
George Memorial Library	1001 Golfview Dr	RICHMOND	77469
Great Oaks Baptist Church	7101 FM 2759 Rd	RICHMOND	77469
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Kempner High School	14777 Voss Rd	SUGAR LAND	77498
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Knights of Columbus (Sugar Land)	702 Burney Rd	SUGAR LAND	77498
Lake Olympia Marina Clubhouse	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
Lost Creek Conference Center	3703 Lost Creek Blvd	SUGAR LAND	77478
McMeans Junior High School	21000 Westheimer Parkway	KATY	77450
Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
Merrell Center.	6301 S Stadium Ln	KATY	77494
Mission Bend Elementary School	16200 Beechnut St	HOUSTON	77083
Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	1570 Rabb Road	FRESNO	77545
Museum of Natural Science	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	4521 FM 521	FRESNO	77545
Oak Lake Baptist Church	15555 W. Airport Blvd	SUGAR LAND	77498
Orchard City Hall	9714 Kibler	ORCHARD	77464
Our Lady of Guadalupe Family Life Center	1600 Avenue D	ROSENBERG	77471
Pinnacle Senior Center	5525#C Hobby Road	HOUSTON	77053

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Quail Valley Elementary School	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	3603 Glenn Lakes	MISSOURI CITY	77459
Randall's New Territory	5800 New Territory Dr	SUGAR LAND	77479
Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND	77469
Ridge Point High School	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	5353 Ridge Creek Circle	HOUSTON	77053
River Park Recreation Ctr.	5875 Summit Creek Drive	SUGAR LAND	77479
Road & Bridge (Needville)	3743 School St	NEEDVILLE	77461
Rosenberg Annex Building	4520 Reading Rd	ROSENBERG	77471
Seven Lakes High School	9251 S Fry Rd	KATY	77494
Sienna Annex	5855 Sienna Springs Way	MISSOURI CITY	77459
Simonton City Hall	35011 FM 1093	SIMONTON	77476
Stafford City Hall	2610 South Main	STAFFORD	77477
Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478
Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	2700 Town Center Blvd North	SUGAR LAND	77479
The Club at Riverstone	18353 South University Blvd	SUGAR LAND	77479
Thompsons City Hall	520 Thompson Oil Field Rd	THOMPSONS	77481
Tompkins High School	4400 Falcon Landing Blvd	KATY	77494
Townewest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77498
Travis Elementary School	2700 Avenue K	ROSENBERG	77471
University Branch Library	14010 University Blvd	SUGAR LAND	77479

Fort Bend County Early Voting Schedule November 7, 2017 Joint Election

Horario de Votación Temprana

7 de Noviembre del 2017, Elección Conjunta

			Hours(Hora	as)	
Early Voting Location	Monday-Friday Oct. 23-27, 2017 (Lunes-Viernes) (Octubre 23-27, 2017)	Saturday October 28, 2017 (Sábado) (Octubre 28, 2017)	Sunday October 29, 2017 (Domingo) (Octubre 29, 2017)	Monday-Wednesday Oct. 30 – Nov. 1, 2017 (Lunes-Miercoles) (Octubre. 30 – Nov. 1, 2017)	Thursday-Friday November 2-3, 2017 (Jueves-Viernes) (Noviembre. 2-3, 2017)
Irene Stern Community Center 6920 Fulshear-Katy Road, Fulshear Beasley City Hall 319 S. 3 rd Street, Beasley Lost Creek Park 3703 Lost Creek Blvd, Sugar Land Meadows Place City Hall One Troyan Dr, Meadows Place Four Corners Community Center 15700 Old Richmond Rd, Sugar Land Cinco Ranch Library 2620 Commercial Center Drive, Katy Hightower High School 3333 Hurricane Lane, Missouri City Stafford City Hall 2610 Main Street, Stafford	8:00 a.m. To 5:00 p.m	8:00 a.m. To 5:00 p.m	CLOSED (Cerrado)	8:00 a.m. To 5:00 p.m	7:00 a.m. To 7:00 p.m.
Missouri City Community Center 1522 Texas Pkwy, Missouri City Fort Bend County Rosenberg Annex 4520 Reading Road, Rosenberg Clayton Oaks Assisted Living 21175 SW Freeway, Richmond	8:00 a.m. To 5:00 p.m	8:00 a.m. To 5:00 p.m	12:00 p.m. To 5:00 p.m.	8:00 a.m. To 5:00 p.m	7:00 a.m. To 7:00 p.m.
Fort Bend County Road & Bridge 3743 School Street, Needville James Bowie Middle School 700 Plantation Dr, Richmond Quail Valley Fund Office 3603 Glenn Lakes, Missouri City Chasewood Clubhouse 7622 Chasewood Drive, Missouri City Sugar Land Branch Library 550 Eldridge, Sugar Land	10:00 a.m. To 7:00 p.m	8:00 a.m. To 5:00 p.m	CLOSED (Cerrado)	10:00 a.m. To 7:00 p.m	7:00 a.m. To 7:00 p.m.
Randall's 5800 New Territory Blvd., Sugar Land First Colony Conference Center 3232 Austin Parkway, Sugar Land Tompkins High School 4400 Falcon Landing Blvd, Katy Sienna Annex Community Room 5855 Sienna Springs Way, Missouri City	10:00 a.m. To 7:00 p.m	8:00 a.m. To 5:00 p.m	12:00 p.m. To 5:00 p.m	10:00 a.m. To 7:00 p.m	7:00 a.m. To 7:00 p.m.

Attachment B Revised 7/27/2017

Lamar CISD proposed Election Services Contract Estimate for the conduct of the November 7, 2017 Joint Election

A. Statistical Information

e. Early Voting eSlates

f. Cell Phones - 9 days

1.	Number of Registered Voters	88,903	
2.	Number of Precincts	39	
3.	Number of election day polling places (excluding early voting)	79	
4.	Number of polling places shared with another entity	79	
5.	Number of public buildings used as polling places	53	
6.	Number of early voting stations	20	
7.	Voting system:	DRE	
B. Co	st of Election		
1.	Early Voting and Election Day personnel	Estimate	Actual
1.	(TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
	Clerks x Rate x Hours / Entities		
	a. Early voting clerks16 x\$12 x125 /3	\$8,000	
	Locations x Clerks x Hours x Rate / Entities		
	b. Election day judges / clerks80_x15_x\$11_/3	\$4,400	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)		
	a. Number of clerks and judgexx//	\$250	
3.	Election Day Field Techs and othe Temp workers	\$300	
4.	Elections Administration Dept. staff overtime (TEC § 31.100(e))		
5.	FICA & Workers Comp	\$1,483	
6.	Election supplies & equipment		
	Early Voting Kits x Cost / Entities		
	a. Early Voting supply kits4 x\$35 /3	\$47	
	Units x Rate / Entities		
	b. Early Voting laptop PC's 4 x \$125 / 3	\$167	
	c. Early Voting label printers 4 x \$35 / 3 d. Early Voting JBCs 4 x \$125 / 3	\$47 \$167	
	d. Early Voting JBCs4 x\$125 /3	<u>\$167</u>	

\$867

\$47

26 x \$100 /

<u>4</u> x <u>\$35</u> /

Attachment C LCISD

7.	Election Day					
	h. Election Day supply kits	20 x	\$35 /	3	\$233	
	i. Election Day JBCs	<u>20</u> x	\$125 /	2	\$833	
	j. Election Day laptop PC's	20 x	\$50 /	3	\$333	
	k. Election Day label printers	20 x	\$25 /	3	\$166	
	I. Flori's Bourgleton	400	_		<u> </u>	
	I. Election Day eSlates	120 x	\$100 /	3	\$4,000	
	m. Election Day Cell Phones	20_x	<u>\$10</u> /	3	\$67	
8.	Delivery of Voting Equipment & Supplie	es				
	a. Early Voting & Election Day				\$550	
9.	Polling Place R ental - Election Day (TEC § 43.031, 43.033)					
	a. Election (number of polling places re	nted)			\$400	
10	Publication of electronic voting system	notices)				
	(TEC § 127.096(a))				Φ=0	
	a. Election				<u>\$50</u>	
11.	Miscellaneous election expenses (item a. General	ize)				
	Ballot Layout & Coding				\$300	
	Absentee Ballots -Printed & Mai	led @ \$1.0	00		\$500	
	Mileage reimbursements				\$150	
	-				 \$0	
					\$0	
		SUBTOTA	4L		\$23,357	
12.	Election Services Contract Administration (TEC § 31.100(d))	ve Fee (10)%)			
	a. Election				\$2,336	
13.	Cost of Joint election				\$25,693	

CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT MARCH 2017 THROUGH MAY 2017

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2017.

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, CPA, RTSBA, Chief Financial Officer

Yvonne Dawson, Director of Budget and Treasury

Michele Reynolds, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Lamar Consolidated Independent School District Quarterly Report of Investment Activity for the quarter ending May 31, 2017

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 requirements, and covers the period March 1, 2017 through May 31, 2017.

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 bond proceeds are currently invested in Texpool, Lone Star, MBIA Texas CLASS, 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.

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, 2017

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, 2017. Pertinent details at May 31, 2017 of each pool in which the District had funds invested follows:

POOL NAME	NET ASSET	BOOK VALUE	MARKET VALUE	<u>LCISD</u>
	VALUE %	OF POOL	OF POOL	<u>% OF POOL</u>
Texpool	1.00	\$17,703,427,842	\$17,703,915,908	0.7628%

The dollar weighted average maturity of the pool's portfolio for May 2017 was 37 days.

Lone Star, Government Overnight

Fund 1.00 \$ 3,639,189,961 \$3,639,253,642 0.8115%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2017 was 24 days.

POOL NAME	NET ASSET VALUE %	BOOK VALUE OF POOL	MARKET VALUE OF POOL	LCISD % OF POOL
MBIA, Texas CLASS	5 1.00	\$6,362,839,209	\$6,363,729,361	0.8176%
			16 li 6 T OLA	00 = 16

The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2017 was 51 days.

Texas Term,

Daily Fund 1.00 \$2,521,641,462 \$2,521,474,069 1.7331%

The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for May 2017 was 34.8 days.

TexStar, 1.00 \$6,440,388,492 \$6,440,492,333 1.2012%

The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2017 was 23 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, 2017. 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:

Chief Financial Officer

Date: <u>8/9/2017</u> Di

Yyonne Dawson Director of Budget & Treasury

Date: 8/9/17

Michele Reynolds
Director of Finance

Date:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2017

DEMAND DEPOSIT ACCOUNT BALANCES¹	03/31/2017	04/30/2017	05/31/2017
General Fund	1,012,126	593,302	602,028
Special Revenue Funds (Combined)	5,871,703	5,334,211	4,611,699
Debt Service Fund	888,620	888,620	683,975
Capital Projects Fund	348,630	309,796	186,734
Workmen's Compensation and Health Insurance Trust Funds	1,475,265	1,059,319	825,310
Trust and Agency Funds, excluding Student Activity Funds	31,820	31,820	31,820
Student Activity Funds	2,427,914	2,524,871	2,329,852
Total Demand Deposits/Cash on Hand	12,056,078	10,741,939	9,271,418

¹ 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, 2017

INVESTMENT POOLS*		03/31/2017	04/30/2017	05/31/2017
General Fund	Texpool Lone Star Texas CLASS	132,601,093 2,634,332 15,508,336	116,598,327 2,635,818 15,521,816	99,355,608 2,637,444 15,536,128
rood Service Fund	Texpool Lone Star	2,525,853 90,984	2,527,332 91,036	2,528,982 91,092
Debt Service Fund				
	Texpool Lone Star	16,938,733 1,895,338	17,419,055 1,896,407	17,677,969 1,897,577
ı	Texas CLASS TexasTerm/Daily	951,976 135,507	952,804 135,590	953,683 135,678
Capital Projects Fund	TexSTAR	3,324,177	3,326,128	3,328,255
	Texpool	11,957,803 27,428,449	11,425,549	10,858,666
•	Texas CLASS	35,742,572	35,505,705	35,531,066
	lexas lerm/Dally TexSTAR	43,509,475 73,940,160	43,555,905 73,983,548	43,566,359 74,030,754
Workmen's Compensation and Health Insurance Trust Funds				
	Texpool Lone Star	4,829,757 724,790	5,281,825 725,199	4,534,011 725,646
Special Revenue Funds	Texpool	53,524	53,555	53,590
Student Activity Funds	Texpool	41,104	41,128	37,153
Total Investment in Pools		374,933,963	357,081,653	337,661,748
Summary of Interest Earned by Month				
Texpool		93,757	95,126	94,416
Lone Star Texas CLASS		16,465 33,586	18,241 38,173	18,635 40,551
TexSTAR Texas Term/Daily		38,397 21,755	45,338 26,871	49,473 28,219
Total interest Eamed from Investment Pools		203,960	223,749	231,294
Average Yield by Month				
Texpool Lone Star Texas CLASS		0.62 0.53 1.00	0.71 0.69 1.06	0.77 0.73 1.09
TexSTAR Texas Term/Daily		0.63 0.66	0.71 0.75	0.75 0.77
	- 11-4-11-11-11-11-11-11-11-11-11-11-11-11	;		

^{*} See supplemental report attached for balances at May 31, 2017 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS		03/01/2017	DEPOSITS	WITHDRAWALS	03/31/2017	DEPOSITS	WITHDRAWALS	04/30/2017	DEPOSITS	WITHDRAWALS	05/31/2017
General Fund											
	Texpool	147,876,375	2,923,468	(18,198,750)	132,601,093	1,470,984	(17,473,750)	116,598,327	806,031	(18,048,750)	99,355,608
	Lone Star	2,633,020	1,312	3	2,634,332	1,486	85	2,635,818	1,626	9	2,637,444
	Texas CLASS	15,495,249	13,087	9	15,508,336	13,480	318	15,521,816	14,312	1	15,536,128
Food Service Fund											
	Texpool	2,524,519	1,334	*	2,525,853	1,479	*	2,527,332	1,650		2,528,982
1	Lone Star	90,939	45	7	90,984	52		91,036	26	<u>%</u>	91,092
Debt Service Fund											
	Texpool	13,885,565	3,053,168	¥.	16,938,733	480,322	÷	17,419,055	258,914	•	17,677,969
	Lone Star	1,894,394	944	•	1,895,338	1,069	æ	1,896,407	1,170	(6)	1,897,577
	Texas CLASS	951,173	803	20	921,976	828	*	952,804	879		953,683
	Texas Term/Daily	135,431	1 769	•	135,507	93	100	135,590	88		135,678
Capital Projects Fund		000		•	2,044,11	C6.1		3,320,120	2, 12,		667'676'6
	Texpool	2,526,182	10,005,320	(573,699)	11,957,803	06,890	(539,144)	11,425,549	7,312	(574,195)	10,858,666
	Lone Star	20,099,438	10,061,354	(2,732,343)	27,428,449	15,225	(2,038,748)	25,404,926	15,336	(1,238,175)	24,182,087
	Texas CLASS	10,764,030	25,019,695	(41,153)	35,742,572	23,866	(260,733)	35,505,705	25,361	72	35,531,066
	Texas Term/Daily	18,679,449	25,021,679	(91,653)	43,609,475	26,788	(80,358)	43,555,905	28,132	(17,678)	43,566,359
	TexSTAR	48,984,412	25,036,628	(80,880)	73,940,160	43,388		73,983,548	47,345	(139)	74,030,754
Workmen's Compensation and Health Insurance Trust Funds											
	Texpool	5,982,610	1,302,147	(2,455,000)	4,829,757	1,302,068	(850,000)	5,281,825	1,302,186	(2,050,000)	4,534,011
	Lone Star	724,429	361	i¥	724,790	409		725,199	447	1001	725,646
Special Revenue Funds											
	Texpool	53,496	28	¥	53,524	31	7.5	53,555	35	ė¥.	53,590
Student Activity Funds											
	Texpool	41,082	22	•	41,104	24	£2	41,128	25	(4,000)	37,153
Total Investment in Pools		296,664,201	102,443,240	(24,173,478)	374,933,963	3,390,423	(21,242,733)	357,081,653	2,513,032	(21,932,937)	337,661,748

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of July 2017 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Michele Reynolds, CPA, Director of Finance

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle Superintendent

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SCHEDULE OF JULY 2017 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 July total \$22,608,328 and are shown below by category:

3-Digit Object	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,849,611
614	Employee Benefits	1,057,244
621	Professional Services	14,810
623	Education Services Center	18,167
624	Contracted Maintenance and Repair Services	275,432
625	Utilities	685,563
626	Rentals and Operating Leases	33,506
629	Miscellaneous Contracted Services	221,808
631	Supplies and Materials for Maintenance and Operations	166,175
632	Textbooks and Other Reading Materials	58,330
633	Testing Materials	41,297
639	General Supplies and Materials	428,232
641	Travel and Subsistence Employee and Student	42,343
642	Insurance and Bonding Costs	4,041
649	Miscellaneous Operating Costs/Fees and Dues	152,903
659	Other Debt Services Fees	3,000
662	Building Purchase, Construction, and/or Improvements	3,327,156
663	Furniture & Equipment - \$5,000 or more per unit cost	203,043
129	Misc. Receivable/Alternative Certification Fees	4,548
141	Pre-paid	16,163
217	Operating Transfers, Loans and Reimbursements	2,504
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,452
	Total	22,608,328

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of July 2017. The detailed check information is available upon request.

Submitted by,

Michele Reynolds, Director of Finance Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

LAMAR CONSOLIDATED I.S.D. GENERAL FUND YEAR TO DATE CASH RECEIPTS AND EXPENDITURES (BUDGET AND ACTUAL) AS OF JULY 31, 2017

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	148,215,104.00	151,137,799.00	2,922,695.00	102.0%
5800-STATE PROGRAM REVENUES	97,726,537.00	63,363,356.00	(34,363,181.00)	64.8%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	2,763,052.00	1,038,052.00	160.2%
7900- OTHER RESOURCES	-	-	-	
TOTAL- REVENUES	247,666,641.00	217,264,207.00	(30,402,434.00)	87.7%
EXPENDITURES				
6100-PAYROLL COSTS	207,464,872.00	188,533,960.00	18,930,912.00	90.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,371,480.00	17,249,827.00	7,121,653.00	70.8%
6300-SUPPLIES AND MATERIALS	13,468,846.00	9,246,440.00	4,222,406.00	68.7%
6400-OTHER OPERATING EXPENDITURES	5,132,798.00	4,060,072.00	1,072,726.00	79.1%
6600-CAPITAL OUTLAY	2,111,482.00	1,195,930.00	915,552.00	56.6%
TOTAL-EXPENDITURES	252,549,478.00	220,286,229.00	32,263,249.00	87.2%

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,530,815.05	0.00	0.00	2,087.97	2,532,903.02
General Account Health Insurance	71,876,534.25 3,907,798.64	1,260,416.67	18,698,750.00 2,150,000.00	52,064.45 3,479.89	53,229,848.70 3,021,695.20
Workmen's Comp	398,852.70	38,333.33	20,000.00	345.39	417,531.42
Property Tax	11,776,744.27	690,464.35 0.00	0.00	10,047.59	12,477,256.21
Vending Contract Sponsor Deferred Compensation	478,903.43 2.55	0.00	0.00	395.07 0.00	479,298.50 2.55
Debt Service Series 2007	256.73	0.00	0.00	0.31	257.04
Capital Projects Series 2005	229,019.92	0.00	0.00	188.96	229,208.88
Student Activity Funds Taylor Ray Donation Account	37,178.95 2,577.19	0.00 0.00	0.00 0.00	30.60 2.17	37,209.55 2,579.36
Capital Projects Series 2007	210,668.33	0.00	0.00	173.80	210,842.13
Common Threads Donation	53,628.79	0.00	0.00	44.23	53,673.02
Debt Service Series 2008 Capital Projects 2012A	216.43 189,720.00	0.00 0.00	0.00 189,779.83	0.31 59.83	216.74 0.00
Debt Service 2012A	2,131,786.04	0.00	0.00	1,758.74	2,133,544.78
Debt Service 2012B	359,699.79	0.00	0.00	296.77	359,996.56
Debt Service 2014A Debt Service 2014B	983,943.29 1,045,054.65	0.00 0.00	0.00 0.00	811.75 862.19	984,755.04 1,045,916.84
Debt Service 2013	198,167.69	0.00	0.00	163.51	198,331.20
Debt Service 2013A	459.17	0.00	0.00	0.31	459.48
Debt Service 2015	4,022,432.36	0.00	0.00	3,318.57	4,025,750.93
Capital Projects 2015 Debt Service 2016A	59.89 1,873,299.46	0.00 0.00	0.00 0.00	0.00 1,545.51	59.89 1,874,844.97
Debt Service 2016B	495,274.74	0.00	0.00	408.58	495,683.32
Debt Service 2017	1,744,690.43	0.00	0.00	1,439.36	1,746,129.79
Debt Service 2017 Capitalized Interest Capital Projects 2017	2,091,140.90 9,456,453.11	0.00 0.00	0.00 62,492.20	1,725.25 7,774.08	2,092,866.15 9,401,734.99
. ,			. ,	,	., . ,
Lone Star Investment Pool Government Overnigh		0.00	2.22	4.07	5 004 00
Capital Projects Fund Workers' Comp	5,057.73 726,142.84	0.00	0.00 0.00	4.07 584.28	5,061.80 726,727.12
Property Tax Fund	32,395.44	0.00	0.00	26.07	32,421.51
General Fund	2,606,854.17	0.00	0.00	2,097.58	2,608,951.75
Food Service Fund Debt Service Series 1996	91,154.14 0.01	0.00	0.00	73.35 0.00	91,227.49 0.01
Capital Project Series 1998	705.76	0.00	0.00	0.57	706.33
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43 0.01	0.00	0.00	0.00 0.00	2.43 0.01
Capital Project Series 1999 Capital Projects 2007	386.89	0.00	0.00	0.00	387.20
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.18	0.00	0.00	0.03	43.21
Capital Projects 2014A Capital Projects 2014B	0.00 17.16	0.00 0.00	0.00 0.00	0.00 0.01	0.00 17.17
Capital Projects 2015	11,676,446.61	0.00	1,089,196.92	9,249.15	10,596,498.84
Debt Service Series 2015	1,898,871.18	0.00	0.00	1,527.91	1,900,399.09
Capital Projects 2017	10,070,299.19	0.00	229,197.00	8,072.20	9,849,174.39
MBIA Texas CLASS Fund					
General Account	15,550,545.63	0.00	0.00 0.00	15,591.34 0.93	15,566,136.97
Capital Project Series 1998 Capital Projects Series 2007	916.69 1.00	0.00	0.00	0.93	917.62 1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	9,647,887.74	0.00	742,425.54	9,394.83	8,914,857.03
Capital Projects 2015 Debt Service 2015	850,970.41 954,566.76	0.00	851,613.28 0.00	642.87 957.08	0.00 955,523.84
Capital Projects 2017	25,057,432.49	0.00	0.00	19,467.61	25,076,900.10
TEVOTAD					
TEXSTAR Capital Projects Series 2007	748.52	0.00	0.00	0.62	749.14
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	978,294.23	0.00	2,792.50	815.55	976,317.28
Debt Service Series 2012A Debt Service Series 2012B	40.45 1,715.70	0.00	0.00	0.00 1.50	40.45 1,717.20
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,544.60	0.00	0.00	3.79	4,548.39
Capital Projects 2014A Capital Projects 2014B	0.74 4,047.67	0.00 0.00	0.00 0.00	0.00 3.38	0.74 4,051.05
Debt Service 2015	3,324,302.88	0.00	0.00	2,774.43	3,327,077.31
Capital Projects 2015	48,041,124.85	0.00	0.00	40,094.81	48,081,219.66
Capital Projects 2017	25,059,040.77	0.00	0.00	20,914.11	25,079,954.88
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,013,389.12	0.00	0.00	825.18	1,014,214.30
Capital Projects Series 2008 Capital Projects Series 2012A	141.92 56.98	0.00	0.00	0.12 0.05	142.04 57.03
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,248,908.71	0.00	0.00	1,831.23	2,250,739.94
Debt Service 2015	135,772.89	0.00	0.00	110.56 12,437.25	135,883.45
Capital Projects 2015 Capital Projects 2017	15,274,046.18 25,060,177.89	0.00 0.00	0.00 0.00	20,405.84	15,286,483.43 25,080,583.73
ACCOUNT TYPE			AVG. RATE OF RETURN	CURRENT MONTH EARNINGS	
			-		
TEXPOOL ACCOUNT INTEREST			0.97	\$89,025.19	
LONE STAR ACCOUNT INTEREST			0.95	\$21,635.53	
MBIA TEXAS CLASS ACCOUNT INTEREST			1.18	\$46,054.66	
TEXSTAR ACCOUNT INTEREST			0.98	\$64,608.19	
TEXAS TERM/DAILY ACCOUNT INTEREST			0.96	\$35,610.23	
TOTAL CURRENT MONTH EARNINGS					\$256,933.80
EARNINGS 9-01-16 THRU 6-30-17					\$1,599,100.47
TOTAL CURRENT SCHOOL YEAR EARNINGS					\$1,856,034.27

9.B.#12. – PLANNING **BOARD REPORT AUGUST 17, 2017**

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

Since the operating budget for Lamar CISD is adopted at the functional level, the proposed amendment requires school board approval because budgeted funds are being reallocated between functional categories or additional funds are needed.

PROGRAM DESCRIPTION:

The recommended adjustments move monies between functional categories or add additional funds to ensure legal compliance in budgeting. Legal compliance is achieved when no functional level categories are exceeded.

This budget change is the result of an extensive review of the District's budget position at July 31, 2017 and includes projections for anticipated expenditures during the month of August 2017. It is also intended to take into account year-end closing entries. A draft of the amendment is attached, and if changes are made, a final version will be provided to board members at the meeting.

All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Yvonne Dawson, Director of Budget and Treasury

Michele Reynolds, CPA, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

The Business Office is requesting a budget amendment to adjust all functional categories at year end to ensure compliance with TEA regulations (by avoiding overages at functional level).

Expenditures:

199-11	Classroom Instruction	6,736,761.00
199-12	Instr. Resources and Media Services	150,000.00
199-13	Curriculum and Instr. Staff Development	17,300.00
199-23	School Leadership	782,700.00
199-31	Guidance, Counseling and Evaluation	(175,000.00)
199-32	Social Work Services	150,000.00
199-33	Health Services	150,000.00
199-34	Student Transportation	2,000,000.00
199-36	Cocurricular/Extracurricular Activities	800,000.00
199-41	General Administration	(10,151.00)
199-51	Plant Maintenance & Operations	(501,610.00)
199-53	Data Processing Services	200,000.00
199-61	Community Services	75,000.00
199-81	Facilities Acquisition and Construction	150,000.00

CONSIDER APPROVAL OF LAMAR CISD INVESTMENT POLICY

RECOMMENDATION:

That the Board of Trustees review and approve the District's investment policy to comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A).

IMPACT/RATIONALE:

Policies CDA (LEGAL) and CDA (LOCAL) follow for your review.

The Public Funds Investment Act requires that the investment policy and investment strategies of the District be reviewed annually. For compliance with the Act, the Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies. The written instrument so adopted shall record any changes made to either the investment policy or investment strategies. The attached resolution shall serve as that written instrument.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer Yvonne Dawson, RTSBA, Director of Budget & Treasury

Michele Reynolds, CPA, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF ANNUAL REVIEW OF THE INVESTMENT POLICY OF Lamar Consolidated Independent School District

WHEREAS, Lamar Consolidated ISD, (the "District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to Independent School Districts; and

Whereas, the Board of Trustees has convened on this date at a meeting open to the public and wishes to review the Investment Policy for the District, in the form attached hereto, pursuant to Chapter 2256, The Texas Government Code, as amended from time to time; Now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DISTRICT THAT:

<u>Section 1:</u> The Investment Policy, in the form attached hereto is hereby reviewed and approved at its annual review.

<u>Section 2:</u> The provisions of this resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of the Board of Trustees.

PASSED AND APPROVED this 17th day of August 2017.

	James Steenbergen President, Board of Trustees	rustees	
ATTEST:			
Voy Dongicon			
Kay Danziger Secretary, Board of Trustees			

OTHER REVENUES INVESTMENTS

CDA (LEGAL)

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules or regulations. *Gov't Code 2256.026*

WRITTEN POLICIES

Investments shall be made in accordance with written policies approved by the board. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

- 1. A list of the types of authorized investments in which a district's funds may be invested;
- 2. The maximum allowable stated maturity of any individual investment owned by the district;
- For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
- 4. Methods to monitor the market price of investments acquired with public funds;
- 5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
- Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see LOSS OF REQUIRED RATING, below].

Gov't Code 2256.005(b)

ANNUAL REVIEW

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

ANNUAL AUDIT

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

INVESTMENT STRATEGIES

As part of the investment policy, a board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe

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CDA (LEGAL)

the investment objectives for the particular fund under the following priorities in order of importance:

- 1. Understanding of the suitability of the investment to the financial requirements of the district;
- 2. Preservation and safety of principal;
- 3. Liquidity;
- 4. Marketability of the investment if the investment needs to be liquidated before maturity:
- 5. Diversification of the investment portfolio; and
- 6. Yield.

Gov't Code 2256.005(d)

INVESTMENT OFFICER A district shall designate one or more officers or employees as investment officer(s) to be responsible for the investment of its funds. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. Gov't Code 2256.005(f)

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

INVESTMENT TRAINING INITIAL Within 12 months after taking office or assuming duties, the chief financial officer and the investment officer of a district shall attend at least one training session from an independent source approved either by the board or by a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code* 2256.008(a)

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ONGOING

The chief financial officer and the investment officer must also attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or a designated investment committee advising the investment officer. If a district has contracted with another investing entity to invest the district's funds, this training requirement may be satisfied by having a board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date. *Gov't Code* 2256.008(a-1)–(b)

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

STANDARD OF CARE

Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investments shall be governed by the following objectives in order of priority:

- 1. Preservation and safety of principal;
- 2. Liquidity; and
- 3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

- 1. The investment of all funds, rather than the prudence of a single investment, over which the officer had responsibility.
- 2. Whether the investment decision was consistent with a board's written investment policy.

Gov't Code 2256.006

PERSONAL INTEREST

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is relat-

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ed within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

- 1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
- The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

QUARTERLY REPORTS

Not less than quarterly, an investment officer shall prepare and submit to a board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented to a board and a superintendent, not less than quarterly, within a reasonable time after the end of the reporting period. The report must:

- Contain a detailed description of the investment position of a district on the date of the report.
- 2. Be prepared jointly and signed by all district investment officers.
- 3. Contain a summary statement for each pooled fund group (i.e., each internally created fund in which one or more accounts are combined for investing purposes) that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period.
- State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested.
- 5. State the maturity date of each separately invested asset that has a maturity date.

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- 6. State the account or fund or pooled group fund in a district for which each individual investment was acquired.
- 7. State the compliance of the investment portfolio of a district as it relates to the district's investment strategy expressed in the district's investment policy and relevant provisions of Government Code, Chapter 2256.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

SELECTION OF BROKER

A board or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district. *Gov't Code 2256.025*

AUTHORIZED INVESTMENTS

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. Investments may be made directly by a board or by a nonprofit corporation acting on behalf of the board or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of the two. *Gov't Code* 2256.003(a)

In the exercise of these powers, a board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by a board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The following investments are authorized for districts, although the board may specify in its investment policy that any such investment is not suitable, per Government Code 2256.005(j):

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies and instrumentalities; collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the

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United States; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the state of Texas, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and bonds issued, assumed, or guaranteed by the state of Israel. *Gov't Code 2256.009(a)*

The following investments are not authorized:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates [but excluding those mortgage-backed securities described in Section 2256.009(b)] or secured in any other manner and amount provided by law for the deposits of the investing entity. Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

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- a. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the district;
- The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
- The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district entity.

Gov't Code 2256.010(b)

The investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Fully collateralized "repurchase agreements" [as defined by 3. Government Code 2256.011(b)] that have a defined termination date; are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities; require the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited with the district or a third party selected and approved by the district, and are placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas. The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in

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the reverse security repurchase agreement. *Gov't Code* 2256.011

- 4. A securities lending program if:
 - The value of securities loaned is not less than 100 percent collateralized, including accrued income, and the loan allows for termination at any time;
 - b. The loan is secured by:
 - (1) Pledged securities described by Government Code 2256.009;
 - (2) Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - (3) Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
 - c. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and
 - d. The loan is placed through a primary government securities dealer or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

- Banker's acceptance, with a stated maturity of 270 days or fewer from the date of issuance that will be liquidated in full at maturity, which is eligible for collateral for borrowing from a Federal Reserve Bank, and is accepted by a bank meeting the requirements of Government Code 2256.012(4). Gov't Code 2256.012
- 6. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully

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secured by an irrevocable letter of credit issued by a bank organized and existing under United States law or the law of any state. *Gov't Code 2256.013*

- 7. No-load money market mutual funds that:
 - Are registered with and regulated by the Securities and Exchange Commission;
 - Provide a district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.);
 - c. Have a dollar-weighted average stated maturity of 90 days or fewer; and
 - d. Include in their investment objectives the maintenance of a stable net asset value of \$1 for each share.

However, investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c).

- 8. No-load mutual funds that:
 - Are registered with the Securities and Exchange Commission;
 - b. Have an average weighted maturity of less than two years;
 - Are invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act);
 - d. Are continuously rated by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 - e. Conform to the requirements in Government Code 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Investments in no-load mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, a district may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds described in this item.

Gov't Code 2256.014

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- 9. A guaranteed investment contract, as an investment vehicle for bond proceeds, if the guaranteed investment contract:
 - a. Has a defined termination date.
 - Is secured by obligations described by Government Code 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract.
 - c. Is pledged to a district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

- A board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds.
- A district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received.
- c. A district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received.
- d. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested.
- e. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Gov't Code 2256.015

- A public funds investment pool meeting the requirements of Government Code 2256.016 and 2256.019, if a board authorizes the investment in the particular pool by resolution. Gov't Code 2256.016, .019
- Corporate bonds: A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF] may purchase, sell, and invest its funds and funds under its control in

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"corporate bonds" (as defined in Government Code 2256.0204(a)) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased. *Gov't Code 2256.0204(b)–(c)*

The district is not authorized to:

- a. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
- Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

Gov't Code 2256.0204(d)

The district may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

- a. Amends its investment policy to authorize corporate bonds as an eligible investment;
- Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds, and liquidating the investment in corporate bonds; and
- c. Identifies the funds eligible to be invested in corporate bonds.

Gov't Code 2256.0204(e)

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

- a. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA" or the equivalent at the time the release is issued; or
- b. Changes the rating on the corporate bonds to a rating lower than "AA" or the equivalent.

Gov't Code 2256.0204(f)

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

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CHANGE IN LAW

A district is not required to liquidate investments that were authorized investments at the time of purchase. Gov't Code 2256.017

LOSS OF REQUIRED RATING

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code* 2256.021

SELLERS OF INVESTMENTS

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with a district or to an investment management firm under contract with a district to invest or manage the district's investment portfolio. For purposes of this section, a business organization includes investment pools and an investment management firm under contract with a district to invest or manage the district's investment portfolio. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

- Received and thoroughly reviewed the district investment policy; and
- Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the district's entire portfolio or requires an interpretation of subjective investment standards.

The investment officer may not acquire or otherwise obtain any authorized investment described in a district's investment policy from a person who has not delivered to the district the instrument described above.

Gov't Code 2256.005(k)-(I)

DONATIONS

A gift, devise, or bequest made to provide college scholarships for district graduates may be invested by a board as provided in Property Code 117.004, unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the require-

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OTHER REVENUES INVESTMENTS

CDA (LEGAL)

ments of Government Code Chapter 2256, Subchapter A. Gov't

Code 2256.004(b)

ELECTRONIC FUNDS TRANSFER

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

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POLICY

It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.

INVESTMENT AUTHORITY The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.

SCOPE

This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:

GENERAL FUND

The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.

SPECIAL REVENUE FUNDS

Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

DEBT SERVICE FUNDS

A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.

CAPITAL PROJECTS FUNDS

A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.

INTERNAL SERVICE FUNDS

Internal service funds are proprietary funds accounted for on the accrual basis.

TRUST AND AGENCY FUNDS

This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, non-expendable trust funds, pension trust funds and agency funds.

TEXAS TEACHER RETIREMENT FUND The Texas Teacher Retirement Fund shall not be covered by this policy.

All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to participate in the Teacher Retirement System of Texas, a multiple-

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employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

SAFETY

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
 - (1) Limiting investments to the types of securities listed in this investment policy;
 - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
 - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

LIQUIDITY

2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.

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YIELD

- 3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - a. A security with declining credit may be sold early to minimize loss of principal.
 - b. A security swap would improve the quality, yield, or target duration in the portfolio.
 - c. Liquidity needs of the portfolio require that the security be sold.

FUND STRATEGIES

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

- 1. General fund.
- Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
- Debt service fund(s).
- 4. Capital project fund(s).
- Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
- 6. Trust and agency funds-including the student activity fund.

The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

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- Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
- 2. Investments shall be selected that provide preservation and safety of invested funds;
- Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
- 4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
- 5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
- 6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a laddered or liability-matching portfolio structure.

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and, whether the investment decision was consistent with the District's investment policy and written investment procedures.

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ETHICS AND CONFLICTS OF INTEREST Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

- The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
- 3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
- The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

AUTHORIZED INVESTMENTS

From those investments authorized by law and described in CDA(LEGAL), the Board shall permit investment of District funds in the following investment types only, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its instrumentalities; including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment

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- quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*
- 2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. Gov't Code 2256.010

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
- The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
- The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.

Gov't Code 2256.010(b)

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations of the United States or its agencies and in-

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strumentalities, require the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*

The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.

- 4. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. Gov't Code 2256.013.
- 5. No-load money market mutual funds that are regulated by the Securities and Exchange Commission, and have a dollar-weighted average stated maturity of 90 days or fewer, are invested exclusively in obligations described by items 1–4 above, and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. Investments in mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). Gov't Code 2256.014.
- 6. A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. Gov't Code 2256.016.
- 7. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District

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and held in the District's name with an approved third party. *Gov't Code 2256.015.*

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

AUTHORIZED BROKERS / DEALERS

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by credit-worthiness who are authorized to provide investment services in the state of Texas. These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the investment officers with the following:

- 1. Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- 3. Trading resolution
- 4. Proof of registration in the state of Texas
- 5. Completed broker/dealer questionnaire
- 6. Certification of having read the District's investment policy

This information will be reviewed by the investment officers and a recommendation for addition to the list of approved bidders will be submitted to the investment committee for approval.

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

MONITORING MARKET PRICES

The investment officers shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

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MONITORING RATING CHANGES

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

SELECTION OF DEPOSITORY

The Board shall select and designate a depository institution in accordance with CDA(LEGAL) and (LOCAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

COMPETITIVE BIDDING

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

- Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
- 2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution: or
- 3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

COLLATERAL

The investment officers shall ensure that all District funds (principal and accrued interest) are fully collateralized to 110 percent or insured in one or more of the following manners:

- 1. FDIC insurance coverage; and/or
- 110 percent of the uninsured value in obligations of the United States or its agencies or instrumentalities or other authorized securities as outlined in item 4 below.

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- 3. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required shall be 110 percent of the market value. The bank shall be liable for pricing securities and providing 110 percent collateralization.
- 4. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from the District or cost to the District, replace any such nonconforming security.

SAFEKEEPING AND CUSTODY

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

DIVERSIFICATION

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)
U.S. Treasury Obligations	100% (maximum)
U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)

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Commercial Paper 25% (maximum)
Guaranteed Investment Contracts 60% (maximum)

MAXIMUM MATURITY

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

BENCHMARK

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

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INTERNAL CONTROL

The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.

INVESTMENT COMMITTEE

The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.

QUALITY OF INVESTMENT MANAGEMENT Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

INVESTMENT TRAINING Within 12 months after taking office or assuming duties, designated investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

The investment officers must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. Gov't Code 2256.008(a), (b)

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. Gov't Code 2256.008(c)

REPORTING

Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer

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from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

- Describe in detail the investment position of the District on the date of the report;
- 2. Be prepared jointly by all investment officers of the District;
- 3. Be signed by each investment officer of the District;
- Contain a summary statement for each pooled fund group that states the beginning market value for the period and the ending market value for the period;
- 5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and type of fund, and type of institution;
- 6. Percent of portfolio by type of asset, fund, and institution will be provided;
- 7. State the maturity date of each separately invested asset that has a maturity date;
- 8. State the account or fund or pooled fund group for which each individual investment was acquired; and
- State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

ANNUAL COMPLIANCE AUDIT In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

INVESTMENT POLICY APPROVAL

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.

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CONSIDER APPROVAL OF THE 2017-2018 AGREEMENT WITH MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION

RECOMMENDATION:

That the Board of Trustees approve the service agreement with Memorial Hermann Benefit Corporation and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

In 2002 the District entered into an agreement with Memorial Hermann to provide a school based health clinic. Memorial Hermann provides the clinic building and staff (nurse practitioner, LVN, social worker, receptionist, and part-time dietitian) for the Lamar Consolidated High School and Terry High School feeder patterns. All services will be free of charge to students in both feeder patterns. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, health education, nutritional counseling, individual and group counseling, case management, and expert medial consultation. The District provides the space and transportation to students when needed.

Resource Person: Valerie Vogt, Chief Academic Officer

Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

AGREEMENT BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE LAMAR CLINIC) AND

MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION (the "Agreement")

This Agreement for services is made by and between the Lamar Consolidated Independent School District ("LCISD"), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation ('Memorial Hermann') a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77024.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the "Center");

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Health System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. In 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic began serving students facing barriers to healthcare at the Lamar feeder pattern schools. (The students and sibling of students attending Jackson Elementary are also served.) In 2012, a similar clinic began serving students at the Terry feeder pattern schools.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Medicaid Managed Care are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately four months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

• Make available, as a key contact, the supervisor of school nurses

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular clinics and mobile dental van
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between elementary, middle, and junior high schools and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services).
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide for clinic staff to have access to the clinic during school holidays
- Provide referrals, with parental consent, of individual students
- Cooperate with Memorial Hermann regarding the necessary security and protection of onsite drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on September 1, 2017, and continue through August 31, 2018. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. <u>Termination of Agreement</u>

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. <u>Triplicate Originals</u>

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. <u>Authorization of Agreement</u>

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation Attn: Ms. Deborah Ganelin 909 Frostwood, Suite 2.205 Houston, Texas 77024

To LCISD-

Lamar Consolidated Independent School District Superintendent of Schools 3911 Avenue I Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
James Steenbergen, President Date Board of Education
Kay Danziger, Secretary Date Board of Education
Thomas Randle, Ed.D. Date Superintendent of Schools

AGREEMENT BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE TERRY CLINIC) AND

MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION (the "Agreement")

This Agreement for services is made by and between the Lamar Consolidated Independent School District ("LCISD"), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation ('Memorial Hermann') a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77024.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the "Center");

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Health System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. Since 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic has served students facing barriers to healthcare at the Lamar feeder pattern schools. In 2012 Memorial Hermann Health Centers for Schools—Terry Clinic began serving uninsured and Medicaid students, as well as insured students facing barriers to health care within the Terry feeder pattern schools.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Medicaid Managed Care are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site, and families are not billed.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately four months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

• Make available, as a key contact, the supervisor of school nurses

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular clinics and mobile dental van
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between elementary, middle, and junior high schools and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services).
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide for clinic staff to have access to the clinic during school holidays
- Provide referrals, with parental consent, of individual students
- Cooperate with Memorial Hermann regarding the necessary security and protection of onsite drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on September 1, 2017, and continue through August 31, 2018. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. <u>Triplicate Originals</u>

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation Attn: Ms. Deborah Ganelin 909 Frostwood, Suite 2.205 Houston, Texas 77024

To LCISD-

Lamar Consolidated Independent School District Superintendent of Schools 3911 Avenue I Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

James Steenbergen, President Board of Education	Dat
Kay Danziger, Secretary Board of Education	Date
Thomas Randle, Ed.D. Superintendent of Schools	Date
	Thomas Randle, Ed.D.

CONSIDER APPROVAL OF CAFETERIA MEAL PRICE INCREASES FOR 2017-2018

RECOMMENDATION:

That the Board of Trustees approve increasing meal prices for the 2017-2018 school year.

IMPACT/RATIONALE:

Meal Prices:

Student meal prices were last adjusted in 2016-2017. In compliance with the "Equity in School Lunch Pricing" Provision of the Healthy, Hunger-Free Act of 2010, pricing must be gradually increased in order to reduce the difference between reimbursements for free lunches and paid lunches. Adult meal prices must comply with regulations as well, so they have been increased accordingly.

PROGRAM DESCRIPTION:

The following table includes historic meal prices. The proposed price changes have been highlighted.

Lam	ar CISD				L	unch						Bre	eakfast			
		F	PK-5	6-8		9-12	Adult	\	/isitor	PK-5	6-8		9-12	Adult	V	isitor
	1989-90	\$	1.40	\$ 1.40	\$	1.50	\$ 1.85	\$	2.10	\$ 0.90	\$ 0.90	\$	0.90	\$ 1.10	\$	1.10
	2005-06	\$	1.40	\$ 1.50	\$	1.50	\$ 2.00	\$	2.10	\$ 0.90	\$ 0.90	\$	0.90	\$ 1.20	\$	1.20
	2008-09	\$	1.55	\$ 1.65	\$	1.75	\$ 2.25	\$	2.25	\$ 1.00	\$ 1.00	\$	1.00	\$ 1.20	\$	1.20
	2011-12	\$	1.70	\$ 1.70	\$	1.80	\$ 2.35	\$	2.35	\$ 1.10	\$ 1.10	\$	1.10	\$ 1.40	\$	1.40
	2013-14	\$	1.80	\$ 1.80	\$	1.90	\$ 2.75	\$	3.00	\$ 1.10	\$ 1.10	\$	1.10	\$ 1.40	\$	1.40
	2014-15	\$	1.90	\$ 2.00	\$	2.10	\$ 2.75	\$	3.00	\$ 1.15	\$ 1.20	\$	1.25	\$ 1.40	\$	1.40
	2015-16	\$	1.95	\$ 2.05	\$	2.15	\$ 2.75	\$	3.00	\$ 1.15	\$ 1.20	\$	1.25	\$ 1.40	\$	1.40
	2016-17	\$	2.00	\$ 2.10	\$	2.20	\$ 2.75	\$	3.00	\$ 1.15	\$ 1.20	\$	1.25	\$ 1.40	\$	1.40
	2017-18	\$	2.10	\$ 2.20	\$	2.30	\$ 3.65	\$	3.75	\$ 1.25	\$ 1.30	\$	1.35	\$ 2.15	\$	2.25

Submitted by: Matt Antignolo, Director of Food Service

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify 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 \$5,000.

PROGRAM DESCRIPTION:

Campbell PTO donated \$15,562.17 to purchase a full color poster and banner system for Campbell Elementary School.

Madison Charitable Foundation donated \$5,000 to Common Threads.

Hubenak PTA donated \$5,000 for instruction and technology at Hubenak Elementary School.

JDC/Firethrone donated \$5,000 to Lindsey Elementary School.

Lamar Educational Awards Foundation (LEAF) donated \$30,000 to purchase six zSpace computers for a pilot program at Terry High School.

Terry High School Student Activity account donated \$15,341 to purchase an awning for the outdoor seating area at Terry High School.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

9.B.#17a. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING CHILDHOOD CANCER AWARENESS MONTH

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 2017 as "Childhood Cancer Awareness Month" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Families, caregivers, charities, organizations and research groups across the United States observe September as Childhood Cancer Awareness Month. Every year, approximately 16,000 children in the U.S. under the age of 21 are diagnosed with cancer; 1/4 of them will not survive the disease.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent of Schools

Resolution

Whereas, in the United States almost 16,000 children under the age of 21 are diagnosed with cancer every year; approximately one quarter of whom will not survive the disease; and

Whereas, cancer is the second leading cause of death among Texas children between infancy and age 19; and

Whereas, an estimated 1,000 children aged 19 and younger in Texas were diagnosed with cancer; and

Whereas, in 2016 more than 200 children died from cancer in Texas before their 20th birthday; and

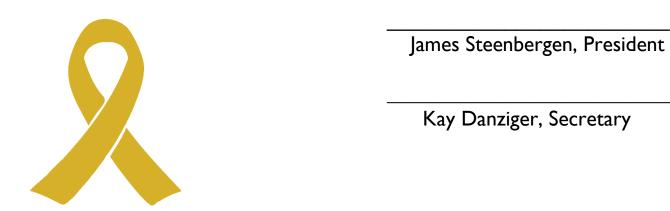
Whereas, the objective of Childhood Cancer Awareness Month is to put a spotlight on the types of cancer that largely affect children, survivorship issues and help raise funds for research and family support;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September, 2017, as

Childhood Cancer Awareness Month in Lamar CISD

and encourages members of our community to reaffirm their commitment to fighting this terrible disease.

August 17, 2017



9.B.#17b. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF RESULOTION PROCLAIMING HISPANIC HERITAGE MONTH

RECOMMENDATION

That the Board of Trustees approve the attached resolution proclaiming September 15 – October 15, 2017 as "Hispanic Heritage Month" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE

September 15 – October 15 was designated by presidential proclamation as the month to celebrate the rich heritage of Hispanic Americans and the many contributions they have made to American culture.

Hispanic Heritage Month begins on September 15, the anniversary of independence for five Latin American countries—Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico declared its independence on September 16 and Chile on September 18.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent of Schools

Resolution

Whereas, September 15 is the Anniversary of Independence Day for five Latin American Countries, and is celebrated as a major cultural event by Hispanics in this country and across the Americas; and

Whereas, it is appropriate at this time to recognize the rich heritage and the significant contributions to American life by persons of Hispanic ancestry; and

Whereas, schools are in a unique position to share an appreciation of Hispanics among children from all races and backgrounds; and

Whereas, Lamar CISD schools commemorate Hispanic Heritage Month with special activities and observances;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September 15 – October 15, 2017, as

Hispanic Heritage Month in Lamar CISD

and encourages members of our community to share in this celebration of our diverse American heritage.

August 17, 2017



James Steenbergen, President

Kay Danziger, Secretary

CONSIDER APPROVAL OF CSP #24-2017VRG FOR THE SITE AND AREA LIGHTING RETROFIT

RECOMMENDATION:

That the Board of Trustees approve Siemens Industry, Inc. for the district-wide site and area lighting retrofit in the amount of \$1,228,920 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposals #24-2017VRG were solicited for the district-wide site and area lighting retrofit. Seventeen (17) proposals were received on July 25, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and KCI Technologies recommend the contract be awarded to the highest ranked firm, Siemens Industry, Inc. This project is funded by 2011 available bond funds.

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

PROGRAM DESCRIPTION:

This work is to replace the exterior site lighting with new LED fixtures at all schools and support sites in the District. Approximately 1,700 fixtures are scheduled to be replaced.

Upon approval, contracts will be prepared for execution and Siemens Industry, Inc. will begin construction of the district-wide site and area lighting retrofit.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

CSP 24-2017VRG District Wide Site Lighting Retrofit

				_	_		
		Bid D	Date: July 25th,	2017			
1	2	3	4	5	6	7	8
			Extent to which		Proposed Team	Ability to service	

1		1	2	3	4	5	6	7	8		
Vendor	Purchase Price	Purchase Price 20 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10 Points Max	Extent to which the goods or services meet the districts needs 15 Points Max	Vendor's past relationship with the District 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Bass Construction	\$1,647,000	14.44	13.00	8.80	10.20	5.00	9.60	10.00	6.00	77.04	6
BLS Construction	\$1,654,000	14.38	13.00	8.60	10.00	5.00	10.40	10.00	8.00	79.38	5
CA Walker	\$1,500,000	15.85	12.00	7.60	9.00	4.00	10.20	10.00	6.00	74.65	9
Dan Childers/Sylvan ia	\$1,634,427	14.55	10.00	7.60	10.20	2.00	9.20	10.00	4.00	67.55	12
Division One	\$1,678,000	14.17	10.00	7.20	8.20	4.00	8.60	10.00	6.00	68.17	11
Facility Solutions Group	\$1,299,150	18.30	10.00	4.60	6.60	1.00	6.60	10.00	6.00	63.10	14
Facilities Sources	\$1,686,923	14.10	12.00	8.00	10.80	5.00	11.00	10.00	6.00	76.90	7
Frost Construction	\$1,541,000	15.43	10.00	6.60	6.60	2.00	9.00	10.00	2.00	61.63	15
HiLights Electrical	\$1,291,910	18.41	10.00	7.00	10.60	4.00	8.20	10.00	8.00	76.21	8
Howell Electric	\$1,380,786	17.22	12.00	6.60	8.20	4.00	8.40	10.00	0.00	66.42	13
Iklo	\$1,560,000	15.24	3.00	5.80	5.80	3.00	6.60	10.00	0.00	49.44	16
InLine Electric	\$1,274,995	18.65	5.00	7.20	10.60	4.00	10.40	10.00	6.00	71.85	10
LECS	\$1,398,027	17.01	14.00	8.40	12.60	5.00	12.40	10.00	8.00	87.41	2
Siemens	\$1,228,920	19.35	13.00	8.60	12.60	4.00	12.20	10.00	8.00	87.75	1
Spark Lighting	\$1,447,523	16.43	5.00	5.60	9.00	1.00	4.80	2.00	2.00	45.83	17
Tron Electric	\$1,646,500	14.44	13.00	9.20	10.80	5.00	11.40	10.00	6.00	79.84	4
Walker Engineering	\$1,189,000	20.00	13.00	7.40	10.20	3.00	10.40	10.00	8.00	82.00	3

CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR ROBERTS MIDDLE SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Roberts Middle School in the amount of \$8,800 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Roberts Middle School.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



June 21, 2017

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

Attn: Mr. Kevin McKeever

Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services

Roberts Middle School

Bois D'Arc Road and F.M. 1093

Fulshear, Texas

Terracon Document No. P92165534.Revision1

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

ltem	Description
Site location	The project site is located east of Bois D'Arc Road near its intersection with F.M. 1093 in Fulshear, Texas.
Existing conditions	Based on available aerial photographs, the project site is covered with grass and weeds at the time of this proposal. In addition, the site is located south of Fulshear High School and north of an existing detention pond.
Proposed improvements	 A one to 2-story school building with a footprint area of about 91,250 square feet. Adjacent surface pavements.
Building construction (assumed)	Steel-frame construction with a grade-supported floor slab.
Planned foundation system (assumed)	Drilled-and-underreamed footings.
Finished floor elevation (assumed)	Within about one to two feet above existing grade.
Maximum structural loads (assumed)	 Column loads: 100 to 150 kips. Floor slab pressure: 125 pounds per square foot.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3273 P (713) 690-8989 F (713) 690-8787 terracon.com

Cost Estimate for Geotechnical Engineering Services

Roberts Middle School • Fulshear, Texas
June 21, 2017 • Terracon Proposal No. P92165534.Revision1
Page 2



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

2.0 SCOPE OF SERVICES

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

<u>Field Program.</u> As requested, the field program for this project is planned to consist of drilling eight test borings to a depth of 25 feet in the proposed school building area, along with four test borings to a depth of 15 feet in the proposed pavement areas. The total drilled footage is planned to be 260 feet.

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

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

Roberts Middle School
Fulshear, Texas
June 21, 2017
Terracon Proposal No. P92165534.Revision1
Page 3



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

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

- Site and subgrade preparation;
- Foundation design and construction; and
- Pavement design guidelines.

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

3.0 COMPENSATION

For the scope of services outlined in this proposal, which includes a total drilled footage of 260 feet, we estimate a cost of \$8,100. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment to access the proposed boring location, we estimate an additional cost of \$700. The total cost for our scope of services would then be \$8,800. The cost of our services will not exceed these amounts without prior approval of the client.

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

Cost Estimate for Geotechnical Engineering Services

Roberts Middle School Fulshear, Texas June 21, 2017 Terracon Proposal No. P92165534. Revision1 Page 4



Andrew J. Muras, P.E.

Project Engineer

4.0 AUTHORIZATION

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

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

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

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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)

Rainey D. Perkins, E.I.T.

Staff Geotechnical Engineer

Patrick M. Beecher, P.E.

Geotechnical Services Manager

Attachment:

Agreement for Services



Reference Number: P92165534.Revision1

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Roberts Middle School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/21/2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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



Reference Number: P92165534.Revision1

- 9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- **15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- **16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:	Terracon Consultants, Inc.	Client:	District
By:	Mh / M Date: 6/21/2017	By:	Date:
Name/Title:	Andrew J Muras / Project Engineer	Name/Title:	
Address:	11555 Clay Rd Ste 100	Address:	
	Houston, TX 77043-1239		
Phone:	(713) 690-8989 Fax: (713) 690-8787	Phone:	Fax:
Email:	Andrew.Muras@terracon.com	Email:	

Page 2 of 2

CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR CULVER ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Culver Elementary School in the amount of \$8,800 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Culver Elementary School.

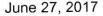
Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent





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

Attn:

Mr. Kevin McKeever

Administrator of Operations

Re:

Cost Estimate for Geotechnical Engineering Services

LCISD Elementary School No. 27

Briarwood Crossing Drive and Coopers Hill Trail

Rosenberg, Texas

Terracon Proposal No. P92175312

Dear Mr. McKeever:

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

Exhibit A

Project Understanding

Exhibit B

Scope of Services

Exhibit C

Compensation and Project Schedule

Our base fee to perform the scope of services described in this proposal is **\$8,800**. See Exhibit C for more details of our fees and consideration of additional services.

Proposal for Geotechnical Engineering Services

LCISD Elementary School No. 27 ■ Rosenberg, Texas June 27, 2017 ■ Terracon Proposal No. P92175312



Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Registration No. F-3272)

Kierstyn M. Burrell, E.I.T.

Staff Geotechnical Engineer

Patrick M. Beecher, P.E.

Geotechnical Services Manager

Andrew J. Muras, P.E. Project Engineer



Reference Number: P92175312

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Elementary School No. 27 project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/27/2017 ("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.
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- 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.

Rev. 10-16



Reference Number: P92175312

- **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.
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- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:	Terracon Consultants, Inc.	Client:	Lamar Consolidated Independent School District
Ву:	Mula Date: 6/27/2017	By:	Date:
Name/Title:	Andrew J Muras / Project Engineer	Name/Title:	
Address:	11555 Clay Rd Ste 100	Address:	
	Houston, TX 77043-1239		
Phone:	(713) 690-8989 Fax: (713) 690-8787	Phone:	Fax:
Email:	Andrew.Muras@terracon.com	Email:	

Rev. 10-16

LCISD Elementary School No. 27 ■ Rosenberg, Texas June 27, 2017 ■ Terracon Proposal No. P92175312



EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by Vanir Rice Gardner and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project is on a site, approximately 14 acres in size, located near the northwest corner of the intersection of Briarwood Crossing Drive and Coopers Hill Trail in Rosenberg, Texas.
Existing improvements	The site appears to be vacant at the time of this proposal.
Site access	We expect the site and exploration locations are accessible with our standard truck-mounted drilling equipment.

Planned Construction

Item	Description
Proposed structure	 A single-story school building with a footprint area of approximately 87,200 square feet. Adjacent pavement areas.
Building construction	Steel-frame construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one to two feet above existing grade.
Maximum loads	 Column loads: 100 to 150 kips. Floor slab pressure: 125 pounds per square foot.

Proposal for Geotechnical Engineering Services LCISD Elementary School No. 27 ■ Rosenberg, Texas June 27, 2017 ■ Terracon Proposal No. P92175312



EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) 1	Planned Location
9	25 feet	Building area
5	10 feet	Parking/driveway area

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with a truck-mounted drilling equipment using continuous flight augers (solid stem). Six samples are obtained in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or Standard Penetration Test. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings after completion. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Proposal for Geotechnical Engineering Services

LCISD Elementary School No. 27 Rosenberg, Texas June 27, 2017 Terracon Proposal No. P92175312



Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture)
 Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No.
 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services.

Proposal for Geotechnical Engineering Services

LCISD Elementary School No. 27 ■ Rosenberg, Texas June 27, 2017 ■ Terracon Proposal No. P92175312



The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Engineering and Project Delivery

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

The Geotechnical Engineering report provides recommendations to address the following:

- Site and subgrade preparation;
- Foundation design and construction;
- Pavement design guidelines.



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A and our planned scope of services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$8,800

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
All-Terrain Vehicle (ATV) 1	\$700	

If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV)
mounted drilling equipment.

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

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

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Proposal for Geotechnical Engineering Services

LCISD Elementary School No. 27 Rosenberg, Texas June 27, 2017 Terracon Proposal No. P92175312



Project Schedule

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

CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING SERVICES FOR ROBERTS MIDDLE SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for Roberts Middle School in the amount of \$13,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying services is a professional service that the District must contract directly. The property for Roberts Middle School is on the southern portion of the Fulshear High School site.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional topographic surveying services will include survey of existing grading, underground utilities, and roadways. This work is crucial in the design and construction of Roberts Middle School.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent

CHARLIE KALKOMEY SURVEYING, INC. A JONES & CARTER COMPANY

6415 READING ROAD ROSENBERG, TEXAS 77471 281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

July 21, 2017

Mr. Kevin McKeever mckeever@lcisd.org

Re:

Cost Estimate and Contract

Topographic surveying services on approximately 15 acres

Enoch Latham Survey, Abstract 50

Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District is requiring a topographic survey for development of an approximate 15 acre tract within the Lamar C.I.S.D. High School Complex No. 5 site in Fulshear. This tract is to be used for the proposed Roberts Middle School.

Scope of Services

I. Topographic Survey Services

- A. We will perform a topographic survey of the approximate 15 acre tract on a 50-foot grid interval. The area of the scope will be as shown on the attached aerial. We will include inverts on utilities within this area. Our fee also includes charges from a Locating Company to locate underground utilities. Please note certain lines, specifically PVC water lines, cannot be traced. Therefore will show underground utilities based on marks from the locating company and visible above-ground evidence.
- B. The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

T	opographic	Services o	n an approximate	1 5	acre	tract	fo
R	oberts Midd	dle School	Page 2				

Project Fee

The combined fee for these services is \$13,500.00.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,

Chris D. Kalkomey

Registered Professional Land Surveyor

No. 5869

Name (Printed)	Phone Number	
Accepted By: (Signature) (Party liable for payment)	Date	
CDK/mon E:\Surveying\proposals\LCISD_Roberts Middle S Enclosure	School topo 2017.doc	



GENERAL CONDITIONS OF AGREEMENT JONES & CARTER, INC. (SURVEYING)

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of Its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC Is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or IC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the Intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal. CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING AND PLATTING SERVICES FOR CULVER ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying and platting services for Culver Elementary School in the amount of \$21,300 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying services is a professional service that the District must contract directly.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional topographic surveying services will include survey of existing grading, underground utilities, roadways and large trees. This work is crucial in the design and construction of Culver Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent

CHARLIE KALKOMEY SURVEYING, INC. A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033
Texas Board of Professional Land Surveying Registration No. 10046104

August 7, 2017

Mr. Kevin McKeever mckeever@lcisd.org

Re: Cost Estimate and Contract

Topographic & Platting services on approximately 14 acres

Angus J. James Survey, Abstract 37

Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District is requiring a topographic survey and a recorded plat on an approximate 14 acre proposed Reserve in the Briarwood Crossing development in Pleak. This tract is to be a future site for LCISD Elementary School No. 27. The tract appears to have been acquired in two separate parcels which are separated by an old boundary line with heavy fence line vegetation. The plat will need to be approved by the Village of Pleak and Fort Bend County.

Scope of Services

I. Topographic Survey Services

- A. We will perform a topographic survey of the approximate 14 acre tract on a 100-foot grid interval. We will include a cross-section at the end of Briarwood Crossing Drive and will locate all adjacent utilities as determined by available <u>above-ground</u> evidence. We will also locate trees of 6-inches or greater caliper which are either Oak, Pecan, or Pine variety. Please note this will <u>not</u> include topographic data for the future extensions of Learning Tree Lane and Briarwood Crossing Drive.
- B. The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

II. Platting Services

- A. We will perform a boundary survey of the 14 acre tract and prepare a plat for submittal to the Village of Pleak and Fort Bend County. The plat will need to be submitted as a preliminary version and then a final version. There will be multiple fees payable to the jurisdictional entities at various times, including submittal fees, filing fees, tax certificates, and a platting letter from a title company. Those fees are included in our total fee. Please note these services cover only boundary and plat preparation and do not include any engineering design or analysis.
- B. The final product will be a plat of the reserve filed for record at the County Clerk's office.

Sincerely,

Project Fee

The combined fee for these services is \$21,300.00.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

	Chris D. Kalkomey Registered Professional Land Surveyor No. 5869
CDK/mon E:\Surveying\proposals\LCISD_Briarwoo Enclosure	od topo and platting.doc
Accepted By: (Signature) (Party liable for payment)	Date
Name (Printed)	Phone Number



GENERAL CONDITIONS OF AGREEMENT JONES & CARTER, INC. (SURVEYING)

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by IC. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to IC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify IC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by IC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

JC agrees to maintain Workers' Compensation Insurance to cover all of Its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that IC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from IC's professional acts, errors or omissions, such that the total aggregate liability of IC shall not exceed IC's total fee for the services rendered on this project.

INDEMNIFICATION

IC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold IC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or IC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of IC's services either by the CLIENT or by IC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and IC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal. CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

Version 08-26-15 - Fee

CONSIDER APPROVAL OF TRAFFIC STUDY FOR CULVER ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. for the traffic study for Culver Elementary School in the amount of \$15,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Culver Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

801 Congress Suite 325 Houston, TX 77002 Voice (713) 270-8145 Fax (281) 809-0807 www.trafficengineers.com

Texas Registration Number F-003158

July 12, 2017

Mr. Kevin McKeever Administrator of Operations Lamar Consolidated ISD 3911 Ave I Rosenberg, Texas 77471

Re: Proposal for Lamar CISD Elementary School #27 Traffic Study

Dear Mr. McKeever:

This letter serves as our proposal to prepare a Traffic Study for Lamar CISD Elementary School #27 located on the north side of Briarwood Crossing Drive in Fort Bend County, Texas. The school will be located in Brairwood Crossing Master Planned Community. The scope reflects comments received from Fort Bend County Engineering Department on July 11th, 2017.

Scope of Services

Task 1 - Data Collection

Traffic Engineers, Inc. will conduct Traffic Movement Counts (TMCs) during AM and School PM peak hours at the intersection of Briarwood Crossing Drive at Ustinik Road.

The following information will be provided by Lamar CISD for ES #27:

- Opening year
- Number of students (including portable building capacity)
- Number of staff
- Number of buses
- Daycare van riders Number of daycare vans
- On-site after school care availability, if so, how many students in program
- Attendance zone map
- Name of one or two existing elementary schools that generate approximately the same amount of parent traffic generated by Lamar CISD ES #27

A site visit will be conducted to document existing conditions at the site. Traffic Engineers, Inc. will collect parent pick-up information at existing elementary schools identified by Lamar CISD.

Task 2 - Trip Generation and Distribution

Site-generated traffic volumes will be estimated for ultimate enrollment using information from Lamar CISD and data collected by Traffic Engineers, Inc. at the identified existing elementary schools.

The ultimate enrollment projected traffic volumes will be distributed to the following intersections:

- Briarwood Crossing Drive at Ustinik Road
- Briarwood Crossing Drive at Neighborhood Street along the west boundary of the school site
- Briarwood Crossing Drive at Parent Drop-off/Pick-up Entrance Driveway
- Neighborhood Street at Parent Drop-off/Pick-up Exit Driveway
- Neighborhood Street at Staff/Bus Driveway

Background traffic on Brairwood Crossing Drive, Neighborhood Street and Ustinik Road will be projected based upon information provided by the developers.

Task 3 - Traffic Impact Analysis

The school site plan will be evaluated with respect to on-site traffic circulation. The amount of on-site storage needed for the student drop-off/pick-up area, the bus loading/unloading area and staff parking lot will be analyzed for Ultimate Enrollment, which includes all potential portable buildings.

The traffic projections will include existing traffic, projected traffic growth based upon information provided by the developer, as well as traffic generated for the opening year of the elementary school assuming Ultimate Enrollment with portable buildings. The impact of the school generated traffic on the adjacent roadways will be analyzed ensure adequate off-site circulation and acceptable traffic operations at the intersections identified above in Task 2.

Off-site improvements such as left-turn lanes, turn lane storage length and "No Parking" zones will be recommended, where needed. Pedestrian improvements such as sidewalks, crosswalks, crossing guards and School Speed Zones will also be recommended.

Task 4 - Coordination with Fort Bend County

Traffic Engineers, Inc. will coordinate with Fort Bend County regarding the recommended traffic operation improvements.

Task 5 - Study Findings

A report will be prepared documenting our findings and recommendations for on-site and offsite circulation.

Compensation

Based on our estimate of hours required to complete this project, compensation of \$15,500.00 is proposed on a lump sum basis.

Please contact me at (713) 992-4792, if you have any questions regarding this proposal.

Sincerely,

Shichen "Jessica" Jia, PE Senior Associate

Kashichen, P.E.

James Steenbergen Lamar CISD Board President

Date

CONSIDER APPROVAL OF FIBER DATA CONNECTION FOR CARTER ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Pure Speed Lightwave for fiber data connection for Carter Elementary School in the amount of \$81,178 and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Fiber data connection will provide internet, phone and data connection to Carter Elementary School. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Pure Speed Lightwave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the Superintendent will execute the agreement.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



5959 Corporate Dr. - Suite 33 Houston, TX 77036

Phone: 832-615-8000 Fax: 713.510.1650

Quote Prepared: 08/02/2017 Quote Expires: 08/31/2017

To: Jason Bright jbrightl@lcisd.org LAMAR CISD 3911 AVENUE I ROSENBERG, TX 77471

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-11345/1	Dark Fiber

QUANTITY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00		Dark Fiber Lease	8500 A Meyers Drive 930 North Stadium Dr	\$0.00	\$262.50
1.00		Aid To Construction	8500 A Meyers Drive	\$81,178.00	\$0.00
*Pricing is subject to applicable taxes & fees.			TOTAL NRC	\$81,178.00	
				TOTAL MRC	\$262.50

Special Instructions:

The construction and lease of two strands of single-mode fiber optic cable from Carter Elementary to the NOC with a new physically diverse entry into the LCISD NOC.

The monthly recurring cost increases five percent per year.

Lead time 120 days from contract execution and purchase order/notice to proceed.

*Signature:	*Print Name:
x	
*Title:	*Date:

By signing above, I represent that I have the authority to accept this Quote on behalf of the above referenced Company.

Please review, Service Level Agreement and Acceptable Use policy at www.pslightwave.com. This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

CONSIDER APPROVAL OF FIBER DATA CONNECTION FOR THE MAINTENANCE AND OPERATIONS FACILITY

RECOMMENDATION:

That the Board of Trustees approve Pure Speed Lightwave for fiber data connection for the Maintenance and Operations facility in the amount of \$12,450 and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Fiber data connection will provide internet, phone and data connection to the Maintenance and Operations facility. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Pure Speed Lightwave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the Superintendent will execute the agreement.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



5959 Corporate Dr. - Suite 3300 Houston, TX 77036

Phone: 832-615-8000 Fax: 713.510.1650

Quote Prepared: 08/02/2017 Quote Expires: 08/31/2017

To: Jason Bright jbrightl@lcisd.org LAMAR CISD 3911 AVENUE I ROSENBERG, TX 77471

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-11344/1	Dark Fiber

QUANTITY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00		Dark Fiber Lease	1601 Lane Drive 930 North Stadium Dr	\$0.00	\$262.50
1.00		Aid To Construction	1601 Lane Drive	\$12,450.00	\$0.00
*Pricing is subject to applicable taxes & fees.			TOTAL NRC	\$12,450.00	
				TOTAL MRC	\$262.50

Special Instructions:

The construction and lease of two strands of single-mode fiber from Maintenance and Operations to the NOC that will utilize two of the existing six strands of fiber currently leased between Wessendorf and the LCISD NOC.

The monthly recurring cost escalates five percent per year.

Lead time 120 days.

*Signature:	*Print Name:
x	
*Title:	*Date:

By signing above, I represent that I have the authority to accept this Quote on behalf of the above referenced Company.

Please review, Service Level Agreement and Acceptable Use policy at www.pslightwave.com. This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

9.B.#26. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF WATER AND SANITARY SEWER EASEMENT FOR THE ELEMENTARY SITE IN TAMARRON LAKES

RECOMMENDATION:

That the Board of Trustees approve the water and sanitary sewer easement for the elementary site in Tamarron Lakes.

IMPACT/RATIONALE:

The Tamarron Lakes subdivision is requesting this water line and sanitary sewer line easements for the expansion of the subdivision as well as to provide water and sanitary sewer connections to the future elementary site.

PROGRAM DESCRIPTION:

Upon approval the water and sanitary sewer easements will be recorded for the Tamarron Lakes Subdivision.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

WATERLINE EASEMENT

(0.084 Acre Tract)

STATE OF TEXAS	§	VNOW ALL DEDCOME DV THESE DDESENTS
	8	KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF FORT BEND	§	

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182, a political subdivision of the State of Texas, whose address is c/o 9 Greenway Plaza, Ste. 1100, Houston, Texas 77046 ("Grantee"), has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a non-exclusive easement (the "Easement") on, in, upon, within, over, under, through, and across the tract of land owned by Grantor, which is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Tract").

The Easement hereby granted shall be used only for the purposes of constructing, repairing, maintaining, re-constructing, and operating waterlines and related appurtenances and facilities. Subject to the further provisions hereof, Grantee, its agents, employees, workmen, and representatives shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary to construct, repair, maintain, re-construct, and operate such facilities.

It is expressly understood and agreed by and between the parties that the Easement Tract shall be subject to and governed by the following provisions:

- (1) The Easement, rights, and privileges granted herein are non-exclusive, and the Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.
- (2) The Easement, rights, and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the Easement for the purposes intended. The Easement, rights, and privileges granted herein shall terminate when or at such time as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.
- (3) During or immediately after any work on the Easement Tract, pursuant to the rights granted hereby, the party performing such activities, at its sole cost and expense, shall take all reasonable measures to restore the grounds, surfacing materials, and other facilities of the owner of the Easement Tract, including landscaping, fences, and pavement situated on the Easement Tract, to the condition which existed prior to such operations.
- (4) The Easement, rights, and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and 006478.000000\4851-5646-8554.v1

easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

TO HAVE AND TO HOLD the above described Easement for said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to the said Grantee, its successors and assigns forever, subject to the limitations, conditions and restrictions set forth hereinabove.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this ins	trument is executed this day of	, 2017.
	GRANTOR :	
	LAMAR CONSOLIDATED IN SCHOOL DISTRICT	NDEPENDENT
	By: Name: Its:	
STATE OF TEXAS	§ §	
COUNTY OF	§ §	
This instrument was acknowledged be, acting in his capac	fore me on the day of ty as of ar	, 2017, by
of Trustees of Lamar Consolidated Indeper		
[Seal]		
	Notary Public—State o	of Texas

After recording return to: Nicholas L. Senkel Coats | Rose, P.C. 9 Greenway Plaza, Suite 1100 Houston, Texas 77046

EXHIBIT "A"

October 21, 2016 Job No. 1931-5514C

DESCRIPTION OF 0.084 ACRE (3,672 SQUARE FEET) WATERLINE EASEMENT (5' WIDE)

Being 0.084 acre (3,672 square feet) of land located in the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of that certain called 12.568 acre tract conveyed to Lamar Consolidated Independent School District by an instrument of record under File Number 2015142678 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 0.084 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 1-inch iron pipe found marking the northwest corner of that certain called 631.26 acre tract conveyed to D.R. Horton – Texas, LTD by an instrument of record under File Number 2013000056, F.B.C.O.P.R. and said Micajah Autrey Survey, same being an easterly interior corner of that certain called 473.246 acre tract conveyed to Dan J. Harrison, Jr. by an instrument of record in Volume 528, Page 132 in the Deed Records of Fort Bend County, Texas, (F.B.C.D.R.), from which a 1-inch iron pipe found marking the southwest corner of that certain called 686.0183 acre tract (described as Tract 1) conveyed to D.R. Horton – Texas, LTD by an instrument of record under File Number 2013000056, F.B.C.O.P.R., bears North 87° 51' 36" East, 6.48 feet;

Thence, South 46° 11' 21" East, 1,240.84 feet to the northwest corner and POINT OF BEGINNING of the herein described tract, same being on the west line of said 12.568 acre tract;

Thence, North 86° 07' 43" East, departing said west line, 734.31 feet to a point for corner;

Thence, South 04° 01' 13" East, 5.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for the most southerly southeast corner of said 12.568 acre tract;

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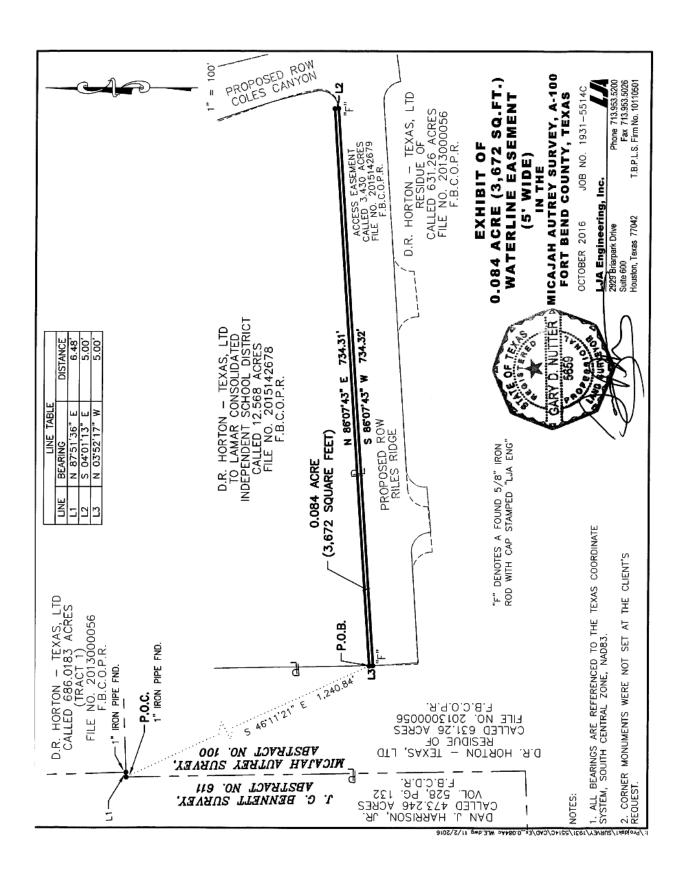
Thence, South 86° 07' 43" West, with said south line, 734.32 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for the southwest corner of said 12.568 acre tract;

Thence, North 03° 52' 17" West, with the aforementioned west line, 5.00 feet to the POINT OF BEGINNING and containing 0.084 acre (3,672 square feet) of land.

Corner monuments were not set at the client's request.



LJA Engineering, Inc.



SANITARY SEWER EASEMENT

(0.193 Acre Tract)

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

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182, a political subdivision of the State of Texas, whose address is c/o 9 Greenway Plaza, Ste. 1100, Houston, Texas 77046 ("Grantee"), has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a non-exclusive sanitary sewer easement (the "Easement") on, in, upon, within, over, under, through, and across that certain tract of land owned by Grantor as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Tract").

The Easement granted hereby shall be used only for the purposes of constructing, repairing, maintaining, re-constructing, and operating sanitary sewer lines and related appurtenances within the Easement Tract. Subject to the further provisions hereof, Grantee, its agents, employees, workmen, and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary to construct, repair, maintain, reconstruct, and operate such facilities.

It is expressly understood and agreed by and between the parties that the Easement shall be subject to and governed by the following provisions:

- (1) The Easement, rights, and privileges granted herein are non-exclusive, and the Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.
- (2) The easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the easement for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

- (3) During or immediately after any work on the Easement Tract pursuant to the rights granted hereby, the party performing such activities, at its sole cost and expense, shall take all reasonable measures to restore the grounds, surfacing materials, and other facilities of the owner of the Easement Tract, including landscaping, fences, and pavement situated on the Easement Tract, to the condition which existed prior to such operations.
- (4) The Easement, rights, and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

TO HAVE AND TO HOLD the above described Easement for said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to the said Grantee, its successors and assigns forever, subject to the limitations, conditions and restrictions set forth hereinabove.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF	f, this instrument is executed this day of,
2017.	
	GRANTOR :
	LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
	By:
	Name:
	Its:
STATE OF TEXAS	8
	§ §
COUNTY OF	
This instrument was acknowl	ledged before me on the day of
2017, by	ledged before me on the day of, acting in his capacity as of and on
	Lamar Consolidated Independent School District.
[Seal]	
	Notary Public—State of Texas
	110th y 1 dolle of 1 ends

After recording return to: Nicholas L. Senkel Coats | Rose, P.C. 9 Greenway Plaza, Suite 1100 Houston, Texas 77046

EXHIBIT "A"

October 21, 2016 Job No. 1931-5514C

DESCRIPTION OF 0.193 ACRE (8,399 SQUARE FEET) SANITARY SEWER EASEMENT (10' WIDE)

Being 0.193 acre (8,399 square feet) of land located in the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of that certain called 12.568 acre tract conveyed to Lamar Consolidated Independent School District by an instrument of record under File Number 2015142678 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 0.193 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 1-inch iron pipe found marking the southwest corner of that certain called 686.0183 acre tract (described as Tract 1) conveyed to D.R. Horton – Texas, LTD by an instrument of record under File Number 2013000056, F.B.C.O.P.R. and the J. D. Vermillion Survey, Abstract 339, Fort Bend County, Texas, from which a 1-inch iron pipe found marking the most northerly northwest corner of said Micajah Autrey Survey and the northwest corner of that certain called 631.26 acre tract conveyed to D.R. Horton – Texas, LTD by an instrument of record under File Number 2013000056, F.B.C.O.P.R., same being an easterly interior corner of that certain called 473.246 acre tract conveyed to Dan J. Harrison, Jr. by an instrument of record in Volume 528, Page 132 in the Deed Records of Fort Bend County, Texas, (F.B.C.D.R.), bears South 87° 51' 36" West, 6.48 feet;

Thence, North 89° 56' 30" East, 1,486.33 feet to the north corner and POINT OF BEGINNING of the herein described tract, same being the north line of the aforementioned 12.568 acre tract;

Thence, North 86° 16' 34" East, with said north line, 10.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for the northeast corner of said 12.568 acre tract;

Thence, with the east line of said 12.568 acre tract the following seven (7) courses:

- 1. South 04° 06' 38" East, 273.12 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a curve;
- 96.43 feet along the arc of a non-tangent curve to the left, having a radius of 840.00 feet, a central angle of 06° 34' 38", and a chord which bears South 07° 08' 34" East, 96.38 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;
- 3. South 10° 25' 54" East, 105.13 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a curve;
- 4. 40.23 feet along the arc of a tangent curve to the left, having a radius of 280.00 feet, a central angle of 08° 13' 59", and a chord which bears South 14° 32' 54" East, 40.20 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;
- 5. South 18° 39' 53" East, 209.20 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a curve;
- 6. 81.42 feet along the arc of a non-tangent curve to the right, having a radius of 592.00 feet, a central angle of 07° 52' 50", and a chord which bears South 14° 48' 17" East, 81.36 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a compound curve;
- 7. 42.19 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of 96° 41' 49", and a chord which bears South 37° 37' 53" West, 37.36 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;

Thence, North 04° 01' 13" West, departing the south line of said 12.568 acre tract, 10.00 feet to a point for corner, the beginning of a curve;

Thence, 25.30 feet along the arc of a non-tangent curve to the left, having a radius of 15.00 feet, a central angle of 96° 39′ 14″, and a chord which bears North 37° 39′ 10″ East, 22.41 feet to a point for corner, the beginning of a compound curve;

Thence, 80.04 feet along the arc of a non-tangent curve to the left, having a radius of 582.00 feet, a central angle of 07° 52' 47", and a chord which bears North 14° 48' 21" West, 79.98 feet to a point for corner;

Thence, North 18° 39' 53" West, 209.21 feet to a point for corner, the beginning of a curve;

Thence, 41.67 feet along the arc of a tangent curve to the right, having a radius of 290.00 feet, a central angle of 08° 13' 59", and a chord which bears North 14° 32' 54" West, 41.64 feet to a point for corner;

Thence, North 10° 25' 54" West, 105.13 feet to a point for corner, the beginning of a curve;

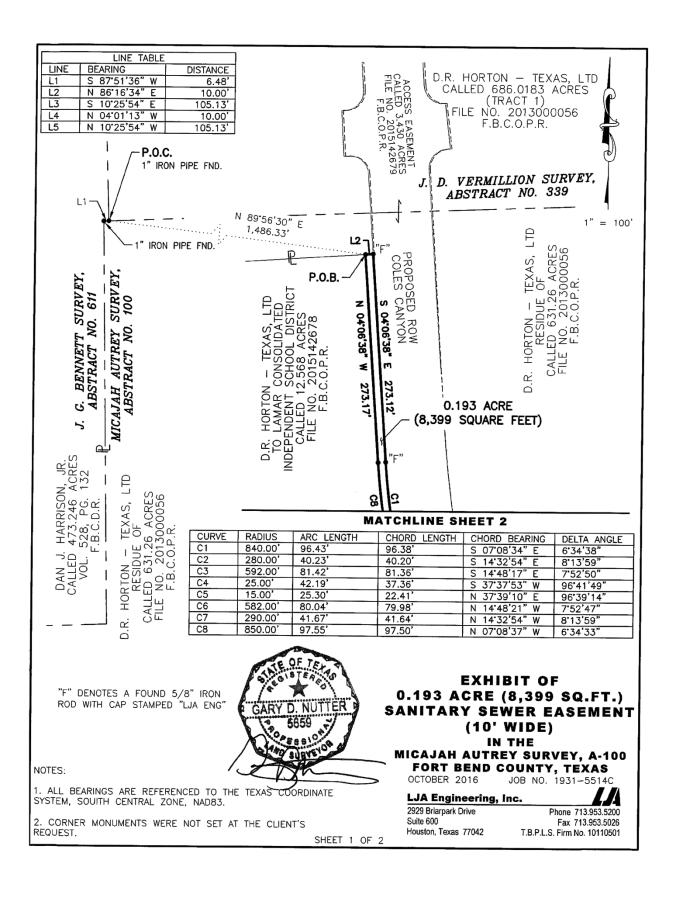
Thence, 97.55 feet along the arc of a tangent curve to the right, having a radius of 850.00 feet, a central angle of 06° 34′ 33″, and a chord which bears North 07° 08′ 37″ West, 97.50 feet to a point for corner;

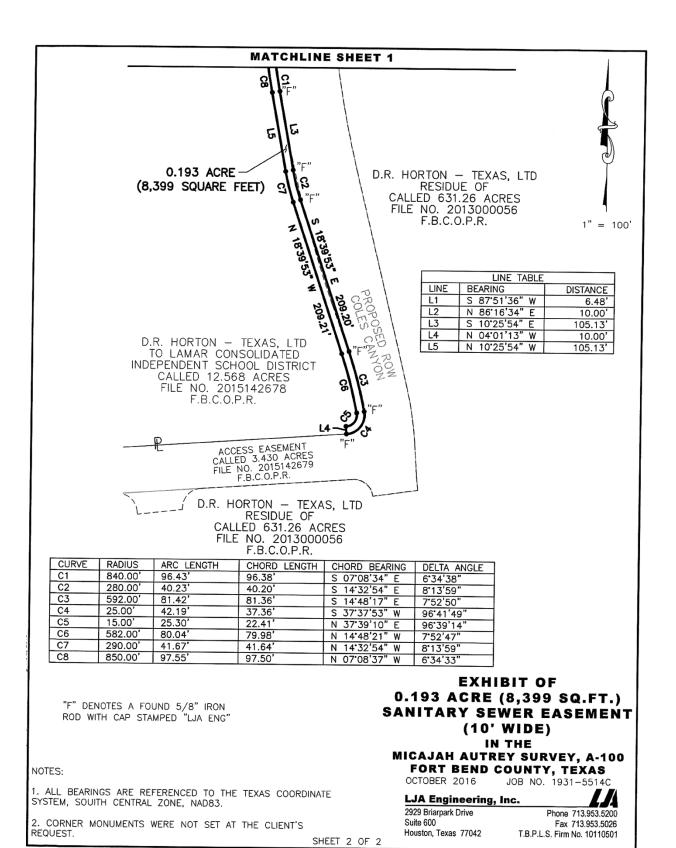
Thence, North 04° 06' 38" West, 273.17 feet to the POINT OF BEGINNING and containing 0.193 acre (8,399 square feet) of land.

Corner monuments were not set at the client's request.



LJA Engineering, Inc.





CONSIDER APPROVAL OF AMENDMENT #3 TO RFQUOTE #18-2016LN THE HVAC FULL COVERAGE MAINTENANCE AND SERVICE AGREEMENT

RECOMMENDATION:

That the Board of Trustees approve amendment #3 to the RFQuote #18-2016LN the full coverage maintenance and service agreement with Texas AirSystems in the amount of \$94,320 per year and allow the Board President to execute the attached agreement.

IMPACT/RATIONALE:

Texas AirSystems is the contractor for the HVAC Full Service Coverage Maintenance Agreement. Fulshear High and Leaman Junior High Schools will now be added to the agreement under full risk for an additional cost of \$64,320 per year. The cooling tower on the Fulshear site is still under warranty and will remain only as preventative maintenance, for an additional cost of \$17,100. Lindsey Elementary School will be added under preventative maintenance only at a cost of \$12,900.

PROGRAM DESCRIPTION:

Upon approval Texas AirSystems will include the Fulshear High, Leaman Junior High and Lindsey Elementary Schools in the HVAC Full Coverage Maintenance and Service Agreement. The HVAC Full Coverage Maintenance and Service Agreement RFQuote #18-2016LN term expires June 30, 2019.

Submitted by: Kevin McKeever, Administrator for Operations

Aaron Morgan, Region IV Education Service Center

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Amendment III to RFQuote 18-2016LN

HVAC Full Coverage Maintenance & Service Agreement

August 17, 2017

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Texas AirSystems, 12650 Directors Dr., Suite 600, Stafford, Texas 77477.

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

Therefore the parties agree to the following:

•	LCISD will pay TAS in the amount of Ninety-Four Thousand, Three Hundred and Twenty	/ Dollars
	(\$94,320.00) per year for the following:	

Fulshear High School and Field House, Leaman Junior High – Full Risk

\$64,320.00

o Fulshear Cooling Tower Condenser Water Tower Water Loop – PM/Maint.

\$17,100.00

o Lindsey Elementary – PM/Maint.

\$12,900.00

- LCISD will pay TAS for the additions, Seven Thousand Eight Hundred-Sixty Dollars (\$7,860.00) per month
- Performance of Scope of Services will correspond with RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement Documents.
- Length of the Agreement: July 1, 2017 to June 30, 2019.

Both Parties agree that the complete agreement between us about these services will consist of this RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement.

Agreed to: Lamar Consolidated Independent School District	Agreed to: Texas AirSystems		
By:	By:		
Authorized Name (print)	Authorized Name (print)		
Customer Address:	Contractor Address:		
Lamar Consolidated Independent School District	Texas AirSystems		
3911 Avenue	12650 Directors Dr., Suite 600		
Rosenberg, Texas 77471	Stafford, Texas 77477		
(832) 223- 0000	(832) 342-7000		



June 29, 2017

Paul Gutowsky Energy Coordinator Lamar Consolidated ISD

Reference: Fulshear High School, Field House and Leaman Junior High Full Risk being added to the HVAC agreement

Paul,

The price and scope of work pertains to adding these above-mentioned facilities to the HVAC agreement. The scope of work corresponds with RF Quote 18-2016LN.

Scope of work:

- Supply and replace all HVAC mechanical system components upon failure.
- Supply and replace all BAS control components upon failure.
- Supply and replace all cooling tower components upon failure.
- Supply and replace all exhaust fan systems pertaining to the RFQuote 18-2016LN.

Note: Warranty for the Trane chillers has been documented and taken into consideration, therefore there has been no pricing added for failed components during this warranty period.

The cost for these services will be \$ 64,320.00 dollars per year. These services will begin July 1, 2017 and will end June 30, 2019.

Regards,

Scott Sory

Operations Manager Texas AirSystems

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State and
Autor, US 1894
We VELLOW 1889

Dallas

Fort Worth

#154 Northgre Cross Brailey of

bulle 201

The State Control of

Houston (2050 Directors Drive-State 600 Stational, TX 77-177 Pre 832-142-7000

Lav. 281-980-2881

San Antonio 1214 Arron Parkway Suite 100 San Antonio, TX 78216 Ph. 240-499-0004 Fax: 240-499-0065



June 29, 2017

Paul Gutowsky Energy Coordinator Lamar Consolidated ISD

Reference: Fulshear High School Cooling Condenser Water Tower Water Loop.

Paul,

This price and scope of work pertains to adding the cooling tower condenser water loop to the HVAC agreement. This scope of work corresponds with the RF-Quote 18-2016LN.

Scope of work:

- · Supply water treatment inhibitor chemicals.
- Maintain appropriate treatment levels and add as required.
- Maintain electronic injection system and pump.
- Maintain proper blow down levels.
- EPA guidelines to be followed for chemical usage and disposal.

The cost for this service will be \$ 17,100.00 per year. This service will began July 1, 2017 and will end June 30, 2019.

Regards,

Scott Sory

Operations Manager Texas AirSystems



June 29, 2017

Paul Gutowsky **Energy Coordinator** Lamar Consolidated ISD

Reference: Lindsey Elementary, First Year Preventative Maintenance.

Paul,

This price and scope of work pertains to adding Lindsey Elementary to the HVAC agreement. This scope of work corresponds with the RFQuote 18-2016LN.

Scope of work:

- Supply and replace all return air filters as environmental conditions dictate or every 90 days, whichever comes first.
- Provide preventative maintenance labor on all HVAC equipment covered under this agreement.
- Provide vibration analysis on required HVAC equipment covered under this agreement.
- Provide oil analysis as required on all HVAC equipment covered under this agreement.

The cost for these services will be \$ 12,900.00. This service will begin July 1, 2017 and will end June 30, 2019.

Regards,

Scott Sory

Operations Manager

Texas AirSystems

24. 971,570 ±200 110 07 170 170

Fort Worth

S(4), 301

Houston

12680 Directors Drive Sour 600 Starlord, EX 17477 Ph: 832-342-2000 Fax: 381-980=2881

San Antonio

1211 Ation Parkway Sinte 100 San Antonio, TX 78216 Ph: 210-499-0001 Fax: 210, 199,0065

CONSIDER APPROVAL OF CSP #27-2017PBK FOR THE CAMPBELL ELEMENTARY AND DICKINSON ELEMENTARY TRACK AND SYNTHETIC TURF FIELDS

RECOMMENDATION:

That the Board of Trustees approve Hayden Paving for the Campbell Elementary and Dickinson Elementary track and synthetic turf fields in the amount of \$2,577,380 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposals #27-2017PBK were solicited for the Campbell Elementary and Dickinson Elementary track and synthetic turf fields. Seven (7) proposals were received on August 7, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Lamar CISD Administration and PBK Sports, recommend the contract be awarded to the highest ranked firm, Hayden Paving. This project is funded by donations from the Fort Bend County MUD #106, #108, #109, and #117.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Hayden Paving will begin construction of the Campbell Elementary and Dickinson Elementary track and synthetic turf fields.

Submitted By: Kevin McKeever, Administrator for Operations

Lamanda Nipps, Purchasing

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

11 Greenway Plaza, 22nd Floor Houston, Texas 77046-1104 Phone: 713/965-0608 Fax: 713/961-4571

www.pbk.com



August 10, 2017

<u> Via: E-Mail</u>

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

RE: Campbell Elementary and Dickinson Elementary Track and Synthetic Turf Fields;

LCISD CSP No: 27-2017PBK PBK Project No: 17192SP

Dear Mr. McKeever,

Competitive sealed proposals were received on Monday, August 07, 2017, for the Campbell Elementary and Dickinson Elementary Track and Synthetic Turf Fields project. Competitive Sealed Proposals were received from seven (7) offerors. A tabulation of the proposal results is attached for your review and records.

In accordance with the selection criteria published in the contract documents, each Proposer was evaluated and ranked following receipt of the proposals. Based on the results of the evaluations, Hayden Paving Inc. was determined to have the highest evaluation score and therefore was the No. 1 ranked Proposer. A copy of the Evaluation Summary is attached for your review and records.

The award recommendation is based on the Base Proposal and Alternate Proposals 3, 6, 7 and 8, from Hayden Paving Inc. totaling \$2,577,380.00. The construction budget for this project is \$2,755,000.00. The Base Proposal amount includes a \$100,000.00 Owner's Contingency Allowance to cover possible unforeseen conditions. The Alternate Proposals include soil conditioning, track surfacing upgrade and an alternate infill that is cooler than the standard crumb rubber infill.

We are therefore recommending to the Lamar Consolidated Independent School District to award the Campbell Elementary and Dickinson Elementary Track and Synthetic Turf Fields project to Hayden Paving Inc. for a contract amount of \$2,577,380.00.

We are grateful for the opportunity to work with you and the Lamar Consolidated Independent School District. Thank you again for allowing PBK Sports to work on this project. We look forward to delivering a successful project.

Sincerely, PBK Sports

Trey Schneider, PE

Partner // President, PBK Sports

PROPOSAL TABULATION SHEET

Campbell Elementary and Dickinson Elementary Track and Synthetic Turf Fields Lamar Consolidated Independent School District

Proposal Date/Time: Monday, August 7, 2017 at 2:00 PM

LCISD CSP: 27-2017PBK
PBK Project Number: 17192SP





CSP # 27-2017PBK
Campbell Elementary and Dickinson Elementary Track and Synthetic Turf Fields

Vendors	Proposed Price	Purchase Price Criteria 1 max 20pts	Reputation of Service Criteria 2 max 15pts	Quality of Vendor's good or services Criteria 3 max 10pts	Extent to meet needs Criteria 4 max 15pts	Past Relation Criteria 5 max 5pts	Experience and knowledege base to project Criteria 6 max 15pts	Staff & Insurance Criteria 7 max 10pts	Safety Record Criteria 8 max 10pts	TOTAL POINTS
Hayden Paving	\$2,577,380.00	19.9	15	10	15	5	15	10	6	96
Paragon Sports	\$2,558,242.00	20.0	15	10	15	3	15	10	6	94
FieldTurf	\$2,776,008.00	18.4	15	10	15	5	15	10	6	94
Hellas Construction	\$2,746,000.00	18.6	15	9	14	3	15	10	4	89
Fielder's Choice (EnviroTurf)	\$2,835,293.00 *	18.0	15	7	12	3	12	10	4	81
IKLO Construction	\$4,076,000.00	12.6	10	6	10	1	10	5	5	60
Texas Sports Builders	\$2,680,560.00 *	19.1	10	7	12	3	10	10	6	77

^{*} Offeror indicated "no bid" on alternate 8

11 Greenway Plaza, 22nd Floor Houston, Texas 77046-1104 Phone: 713/965-0608 Fax: 713/961-4571

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PROJECT COST SUMMARY

Date: August 10, 2017

RE: Campbell Elementary and Dickinson Elementary Track and Synthetic Turf Fields;

LCISD CSP No: 27-2017PBK PBK Project No: 17192SP

Item		Value
Construction Cost	\$ 2	2,577,380.00
Architectural/Engineering Fee	\$	154,642.00
Surveys	\$	5,690.00
Geotechnical Investigations	\$	11,140.00
Materials Testing Budget	\$	35,000.00
Miscellaneous Expenses:		
Newspaper Advertisements	\$	300.00
TDLR Review Budget	\$	5,000.00
Reproduction Budget	\$	3,500.00
Total Project Cost	\$ 2	2.792.652.00

CONSIDER APPROVAL OF ZONING RECOMMENDATIONS FOR PLANNING UNIT 24E

RECOMMENDATION:

That the Board of Trustees approve the recommendation to rezone the secondary students residing within Planning Unit 24E from the Gold Track to the Blue Track beginning with the 2017-2018 school year.

IMPACT/RATIONALE:

The apartment building bordering Lamar Consolidated High School is officially zoned to the Foster High School Complex. However, the students living in this apartment building have always attended the Lamar Consolidated High School Complex schools. The apartment building falls right on the border between the two secondary school zones. This summer, a discrepancy was discovered between the Transportation Management and Student Management systems, which highlighted this issue.

Considering the apartment building touches the physical boundary of the Lamar Consolidated High School Complex, District Administration believes these students should continue attending Blue Track secondary schools.

There are currently 42 students in Planning Unit 24E who are already attending Blue Track secondary schools (Wessendorff – 4, Lamar Junior – 15, Lamar Consolidated High – 23).

Attached you will find an enlarged image of the area in question and the current Secondary Zoning Map.

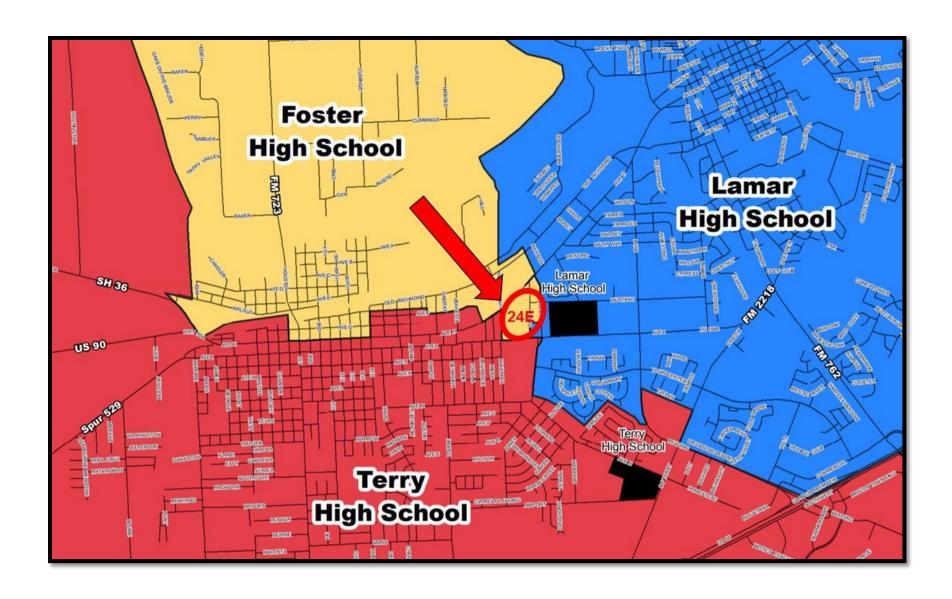
Submitted by: Mike Rockwood, Executive Director of Community Relations

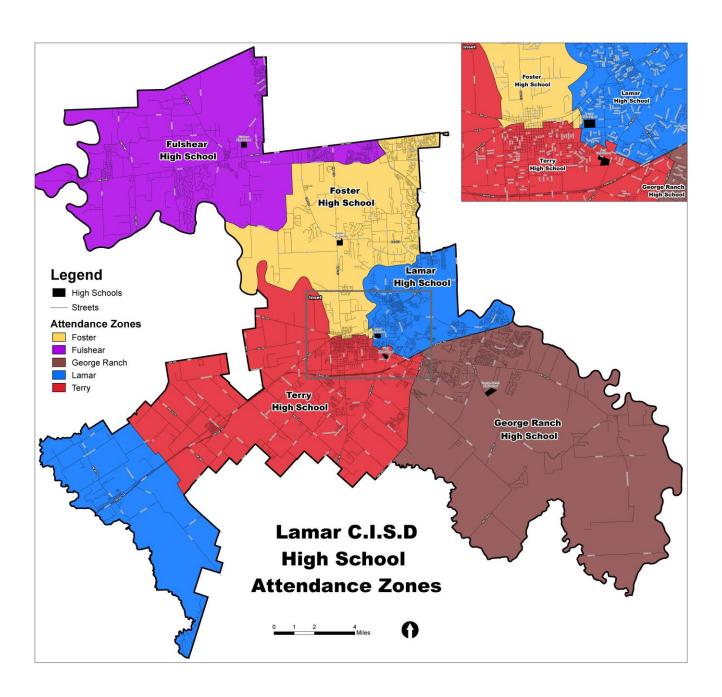
David Jacobson, Chief Technology Information Officer Leslie Haack, Executive Director of Secondary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent





9.B.#30. – PLANNING BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF ZONING RECOMMENDATIONS FOR PLANNING UNIT 4D

RECOMMENDATION:

That the Board of Trustees approve the recommendation to rezone a section of Planning Unit 4D to allow the future residents of future development to attend the same schools.

IMPACT/RATIONALE:

The District was recently made aware of a future development around Bois D'Arc Lane. The developer, Highland Management, has requested the attendance zones be adjusted so the entire future development will be zoned together to the Huggins/Fulshear track.

There are zero residents in this area and the future development will have large acreage lots.

According to our demographer, Population & Survey Analysts (PASA), there are only 20 students projected to live in this area ten years from now. Per PASA, the current boundary between Fulshear and Foster high schools was somewhat arbitrary when initially drawn, because it was not known at the time that this area would develop as a single subdivision.

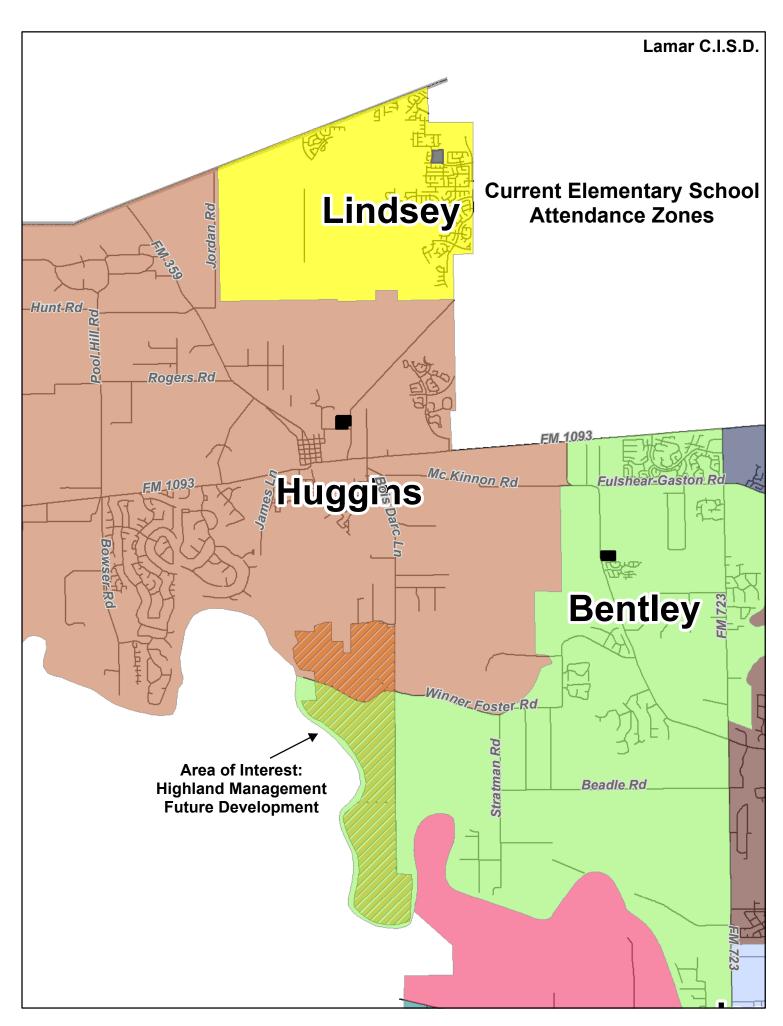
Attached you will find an enlarged image of the area as it relates to the current Elementary and Secondary School Zones. You will also find a proposed Secondary Zoning Map.

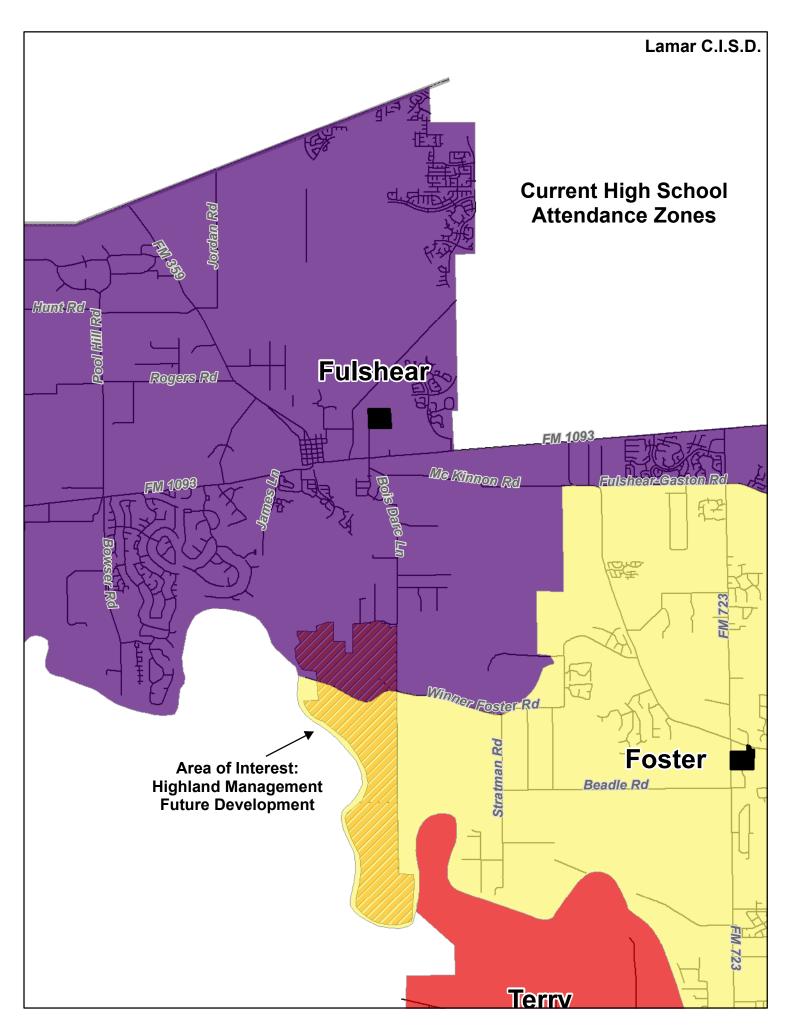
Submitted by: Mike Rockwood, Executive Director of Community Relations

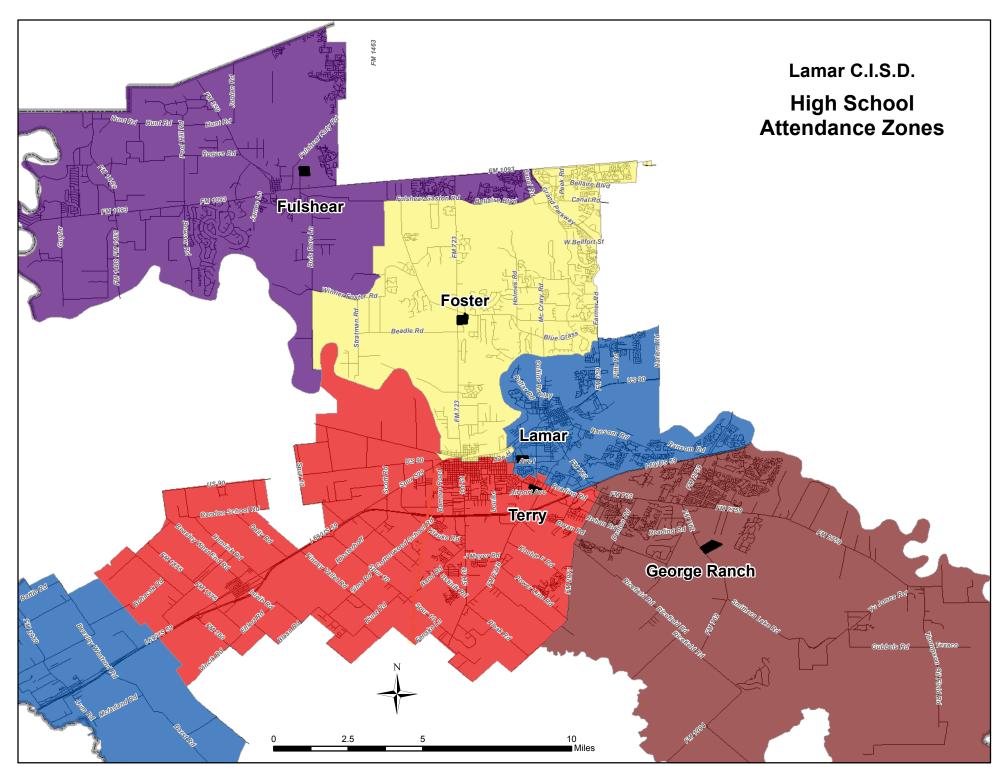
Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent







9.C.#1. – PERSONNEL BOARD REPORT AUGUST 17, 2017

CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

That the Board of Trustees approve the appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

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 appraisers.

Jearine Jordan Stephen Judice

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer

Courtney Beard, Personnel Specialist

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent

10.A.#1. – INSTRUCTIONAL BOARD REPORT AUGUST 17, 2017

INFORMATION ITEM: STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS (STAAR) RESULTS -- SPRING 2017

The below tables represent the preliminary results for all students tested and do not represent the final STAAR results used for accountability. STAAR results disaggregated by student groups are provided in this report for the district and individual campuses. Any student group designated with a '--' has less than ten students and will not count as an indicator for evaluation.

Starting in 2017, students taking the STAAR are scored based on four different performance levels:

- MASTERS GRADE LEVEL: Performance in this category indicates that students are expected to succeed in the next grade or course with little or no academic intervention. Students in this category demonstrate the ability to think critically and apply the assessed knowledge and skills in varied contexts, both familiar and unfamiliar. This is the former label 'Level III: Advanced'.
- MEETS GRADE LEVEL: Performance in this category indicates that students have a high likelihood of success in the next grade or course but may still need some short-term, targeted academic intervention. Students in this category generally demonstrate the ability to think critically and apply the assessed knowledge and skills in familiar contexts. This is the former label 'Final Level II: Postsecondary Readiness'.
- <u>APPROACHES GRADE LEVEL:</u> Performance in this category indicates that students are likely to succeed in the next grade or course with targeted academic intervention. Students in this category generally demonstrate the ability to apply the assessed knowledge and skills in familiar contexts. This indicates the student passed the test at the former 'Level II' standard and only requires minor intervention in the next grade level but will not need to be retained nor retested.
- <u>DID NOT MEET GRADE LEVEL:</u> Performance in this category indicates that students are unlikely to succeed in the next grade or course without significant, ongoing academic intervention. Students in this category do not demonstrate a sufficient understanding of the assessed knowledge and skills. *This indicates that the student failed and will need to either retest (Grades 5, 8 Math and Reading and all EOCs), be retained, or will require significant intervention before the next grade level.*

This report reflects students scoring at the Approaches Grade Level standard or higher and is equivalent to representing the percentage of students passing the test in each subject area – which is the foundation of the current state accountability system. However, as the state transitions into the new House Bill 22 A-F accountability system -- in 2018 and 2019 -- reports will reflect the percentage of students performing at each of the above performance levels.

Also of note within the 2017 STAAR Results, was the effect of the Texas Education Agency's implementation of House Bill 743 from the 2015 84th Texas Legislative Session. This bill required a reduction in questions in the Grade 3-8 STAAR exams so that 85% of students could complete the test within two hours or less. With the loss of approximately 12-14 questions per test in each subject area, the values of the remaining test questions increased and state-wide student performance decreased. While the District followed this general trend in some areas, District performance remained relatively stable and significantly above state-wide results.

Section I – 2017 LCISD Estimated Results by Subject Area:

	Mathema	atics	Reading	/ELA	Writir	ng	Scien	се	Social St	udies
	Total Students	Met Std								
All Students	16126	87%	18739	79%	4673	74%	6840	84%	4634	82%
Economic Disadvantage	7375	79%	8346	68%	2103	60%	3049	75%	2001	72%
American Indian/Alaskan Native	45	80%	50	74%	12	83%	16	75%		
Asian	1014	97%	1243	92%	292	92%	440	95%	295	95%
Black/African American	3142	83%	3613	75%	882	72%	1366	81%	965	80%
Hispanic	7344	82%	8380	72%	2108	65%	3050	79%	2049	74%
Native Hawaiian/Pacific Islander	20	85%	21	86%						
Two or More Races	345	93%	403	88%	110	85%	144	92%	89	91%
White	4216	94%	5029	90%	1264	85%	1815	93%	1227	93%
LEP	1630	70%	1757	45%	493	40%	468	48%	247	45%
Special Ed	1323	47%	1465	31%	374	24%	556	39%	361	38%

Section II – 2015-2017 State versus District Results by Grade Level for STAAR and STAAR-EOC:

	State vs	s. LCISD Con	nparison of S 2015 to		eliminary Res	ults	
Grade	STAAR Test	2015 State	2015 LCISD	2016 State	2016 LCISD	2017 State	2017 LCISD
•	Reading	77%	85%	74%	82%	72%	80%
3	Math	77%	82%	76%	88%	76%	84%
	Reading	74%	79%	77%	85%	70%	79%
4	Math	73%	81%	74%	85%	75%	87%
	Writing	70%	76%	69%	75%	63%	71%
	Reading	78%	83%	75%	86%	81%	87%
5	Math	79%	88%	79%	92%	87%	94%
	Science	72%	78%	75%	81%	73%	81%
6	Reading	76%	82%	71%	82%	67%	78%
6	Math	75%	84%	74%	85%	75%	87%
	Reading	75%	81%	72%	81%	72%	80%
7	Math	72%	77%	71%	78%	68%	71%
	Writing	72%	77%	70%	79%	68%	77%
	Reading	78%	84%	82%	88%	85%	88%
o	Math	75%	89%	73%	90%	84%	91%
8	Science	70%	78%	76%	87%	74%	82%
	Social Studies	64%	76%	65%	80%	62%	72%

State vs. LCISD Comparison of STAAR EOC Preliminary Results 2015 to 2017												
STAAR EOC	STAAR EOC 2015 State 2015 LCISD 2016 State 2016 LCISD 2017 State 2017 LCISD											
English I	71%	74%	68%	67%	60%	69%						
English II	72%	77%	72%	73%	62%	74%						
Algebra I	81%	77%	82%	78%	82%	87%						
Biology	91%	90%	89%	91%	85%	90%						
US History	91%	93%	92%	95%	92%	92%						

Section III – 2017 LCISD Estimated Results for Elementary Campuses:

	Mathem	atics	Reading	/ELA	Writin	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Adolphus Elementary	330	93%	329	89%	129	85%	84	87%
Economic Disadvantage	54	93%	54	80%	26	62%	14	79%
Asian	30	97%	30	90%				
Black/African American	64	88%	63	78%	28	75%	15	80%
Hispanic	74	93%	74	91%	35	83%	18	83%
Two or More Races	12	100%	12	100%				
White	144	93%	144	92%	48	90%	39	90%
LEP	10	80%	10	70%				
Special Ed	23	52%	23	52%				

	Mathem	atics	Reading	/ELA	Writing		Science	
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Arredondo Elementary	323	81%	322	69%	102	56%	102	75%
Economic Disadvantage	172	77%	171	59%	56	46%	58	74%
Asian	38	84%	38	68%			13	62%
Black/African American	88	81%	87	61%	36	58%	21	71%
Hispanic	121	82%	121	73%	37	46%	50	76%
Two or More Races	11	100%	11	82%				
White	63	76%	63	71%	18	72%	14	79%
LEP	41	73%	41	51%	11	9%	11	55%
Special Ed	37	49%	37	27%	15	13%	10	30%

	Mathema	atics	Reading	/ELA	Writir	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Austin Elementary	294	93%	294	90%	102	92%	82	90%
Economic Disadvantage	76	88%	76	83%	36	83%	21	71%
Asian								
Black/African American	34	94%	34	91%	15	93%		
Hispanic	95	94%	95	87%	38	89%	29	86%
Two or More Races								
White	147	93%	147	93%	44	98%	39	95%
LEP								
Special Ed	21	57%	21	33%				

	Mathema	atics	Reading	/ELA	Writin	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Beasley Elementary	161	73%	161	59%	64	45%	46	83%
Economic Disadvantage	131	71%	131	53%	54	41%	34	79%
Asian								
Black/African American	21	76%	21	62%				
Hispanic	116	70%	116	55%	48	40%	33	85%
Two or More Races								
White	19	89%	19	74%				
LEP	47	72%	47	43%	20	25%		
Special Ed	16	19%	16	13%				

	Mathem	atics	Reading	/ELA	Writir	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Bentley Elementary	259	96%	259	90%	98	83%	84	74%
Economic Disadvantage	49	94%	49	86%	20	80%	20	70%
Asian	22	100%	22	95%				
Black/African American	46	93%	46	87%	17	71%	19	68%
Hispanic	67	97%	67	87%	27	93%	21	52%
Two or More Races								
White	114	96%	114	92%	43	79%	35	86%
LEP	26	92%	26	77%				
Special Ed	18	72%	18	67%				

	Mathema	atics	Reading	/ELA	Writin	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Bowie Elementary	316	76%	316	69%	103	47%	105	68%
Economic Disadvantage	261	77%	261	68%	87	45%	87	66%
Asian								
Black/African American	18	61%	18	56%				
Hispanic	276	77%	276	70%	89	48%	91	66%
White	21	81%	21	76%				
LEP	90	72%	90	61%	38	42%	15	27%
Special Ed	38	39%	38	18%	12	17%	11	9%

	Mathem	atics	Reading	/ELA	Writin	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Campbell Elementary	316	97%	316	97%	114	92%	104	95%
Economic Disadvantage	14	86%	14	93%				
Asian	26	100%	26	100%				
Black/African American	23	91%	23	91%				
Hispanic	51	92%	51	94%	19	89%	17	82%
Two or More Races								
White	212	98%	212	98%	77	95%	68	99%
LEP								
Special Ed	17	71%	17	82%				

	Mathema	atics	Reading	/ELA	Writir	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Dickinson Elementary	275	96%	274	95%	100	87%	84	93%
Economic Disadvantage	11	91%	11	82%				
Asian	32	97%	32	97%	10	90%		
Black/African American	13	92%	13	85%				
Hispanic	47	89%	47	94%	16	75%	13	85%
Two or More Races								
White	175	97%	174	95%	68	90%	60	93%
LEP								
Special Ed	17	65%	17	53%				

	Mathema	atics	Reading	/ELA	Writin	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Frost Elementary	243	94%	241	94%	86	90%	71	97%
Economic Disadvantage	40	83%	40	90%	11	91%		
Asian								
Black/African American	28	93%	28	93%			13	100%
Hispanic	51	90%	51	98%	15	87%	14	100%
Two or More Races								
White	151	95%	149	93%	60	90%	40	95%
LEP								
Special Ed	29	76%	29	72%	10	50%		

	Mathematics		Reading	/ELA	Writin	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Hubenak Elementary	341	95%	342	95%	116	85%	118	97%
Economic Disadvantage	84	92%	84	90%	31	77%	29	100%
Asian	52	100%	52	100%	19	89%	20	100%
Black/African American	96	95%	96	96%	30	87%	33	97%
Hispanic	88	92%	88	90%	27	74%	33	94%
Two or More Races	11	100%	11	100%				
White	93	95%	94	95%	36	89%	28	100%
LEP	17	82%	17	71%				
Special Ed	13	69%	13	62%				

	Mathem	Mathematics		/ELA	Writin	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Huggins Elementary	452	91%	451	87%	174	72%	140	78%
Economic Disadvantage	68	82%	68	78%	24	54%	14	50%
Asian	21	95%	21	95%				
Black/African American	43	77%	43	79%	14	57%	13	62%
Hispanic	96	89%	96	79%	36	61%	29	76%
Two or More Races	15	100%	15	87%				
White	275	94%	274	91%	108	75%	89	81%
LEP	23	70%	23	61%	10	40%		
Special Ed	40	53%	40	50%	18	28%	12	42%

	Mathematics		Reading	Reading/ELA		ıg	Science	
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Hutchison Elementary	335	89%	335	83%	107	66%	117	82%
Economic Disadvantage	123	81%	123	78%	35	57%	44	77%
Asian	68	94%	68	85%	22	82%	22	100%
Black/African American	117	89%	117	88%	41	71%	42	81%
Hispanic	76	84%	76	80%	23	39%	26	77%
Two or More Races	17	88%	17	82%				
White	55	87%	55	71%	15	60%	21	71%
LEP	25	72%	25	40%				
Special Ed	27	44%	27	30%			10	20%

	Mathema	atics	Reading	/ELA	Writir	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Jackson Elementary	205	92%	205	81%	64	73%	71	80%
Economic Disadvantage	185	92%	185	81%	57	70%	64	81%
Black/African American	24	79%	24	79%	10	60%		
Hispanic	176	94%	176	81%	52	75%	64	81%
Two or More Races								
White								
LEP	92	95%	92	85%	31	74%	27	81%
Special Ed	15	47%	15	40%				

	Mathema	Mathematics		/ELA	Writin	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Long Elementary	267	90%	268	83%	94	59%	78	78%
Economic Disadvantage	215	91%	216	83%	80	60%	66	77%
Asian								
Black/African American	51	84%	51	80%	16	63%	14	57%
Hispanic	179	92%	180	84%	66	58%	51	82%
Two or More Races								
White	32	94%	32	81%	11	55%	12	83%
LEP	53	89%	53	74%	24	38%		
Special Ed	47	66%	47	47%	19	42%	12	25%

	Mathema	atics	Reading	/ELA	Writir	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
McNeill Elementary	399	92%	398	89%	138	91%	113	83%
Economic Disadvantage	114	87%	113	83%	35	89%	28	75%
Asian	77	97%	77	94%	19	95%	21	95%
Black/African American	129	90%	129	88%	54	91%	32	69%
Hispanic	108	89%	107	88%	35	89%	37	84%
Two or More Races	21	90%	21	90%				
White	63	97%	63	87%	21	90%	17	94%
LEP	86	85%	86	81%	23	78%	23	74%
Special Ed	24	29%	24	25%	10	30%		

	Mathema	atics	Reading	/ELA	Writir	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Meyer Elementary	315	86%	316	72%	95	52%	100	66%
Economic Disadvantage	200	85%	200	71%	62	53%	63	60%
Asian								
Black/African American	59	83%	59	73%	15	47%	20	75%
Hispanic	205	87%	206	73%	66	52%	64	64%
Two or More Races								
White	38	84%	38	74%	12	58%	11	55%
LEP	53	85%	53	68%	17	35%	14	57%
Special Ed	27	33%	27	26%			13	23%

	Mathema	atics	Reading	/ELA	Writir	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Pink Elementary	305	78%	305	66%	102	44%	95	63%
Economic Disadvantage	275	79%	275	65%	94	43%	87	62%
Black/African American	42	64%	42	60%	18	44%	10	80%
Hispanic	255	80%	255	67%	81	43%	81	59%
Two or More Races								
White								
LEP	100	75%	100	62%	32	38%	14	43%
Special Ed	25	52%	25	32%	12	8%		

	Mathematics		Reading	Reading/ELA		Writing		се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Ray Elementary	302	95%	302	86%	104	77%	89	90%
Economic Disadvantage	256	95%	256	83%	85	73%	75	88%
Asian								
Black/African American	20	100%	20	85%				
Hispanic	256	95%	256	86%	90	73%	72	88%
Two or More Races								
White	22	100%	22	82%				
LEP	87	92%	87	76%	35	66%	14	71%
Special Ed	19	95%	19	53%				

	Mathematics		Reading	/ELA	Writin	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Smith Elementary	201	76%	200	67%	63	52%	65	74%
Economic Disadvantage	151	75%	150	63%	48	50%	45	71%
Asian								
Black/African American	38	63%	38	53%	12	25%	14	79%
Hispanic	143	79%	142	69%	47	60%	46	70%
Two or More Races								
White	14	79%	14	79%				
LEP	60	77%	59	64%	23	39%	10	40%
Special Ed	17	6%	17	24%				

	Mathematics		Mathematics		Reading	Reading/ELA		Writing		се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std		
Thomas Elementary	382	86%	382	73%	120	68%	125	70%		
Economic Disadvantage	198	82%	198	71%	58	59%	71	66%		
Asian	25	100%	25	84%			10	90%		
Black/African American	106	83%	106	74%	32	72%	38	74%		
Hispanic	191	87%	191	71%	61	66%	67	63%		
Two or More Races										
White	50	84%	50	72%	16	56%	10	80%		
LEP	30	87%	30	50%						
Special Ed	30	53%	30	23%			13	31%		

	Mathematics		Reading	Reading/ELA		Writing		се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Travis Elementary	315	71%	316	63%	113	45%	96	57%
Economic Disadvantage	265	68%	266	61%	96	41%	81	53%
Black/African American	31	58%	31	52%	11	27%		
Hispanic	250	71%	251	63%	92	46%	76	57%
Two or More Races								
White	30	87%	30	77%			10	50%
LEP	78	74%	79	56%	32	53%	21	24%
Special Ed	28	29%	28	18%	12	8%		

	Mathem	atics	Reading	/ELA	Writir	ıg	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Velasquez Elementary	304	83%	304	77%	83	70%	111	78%
Economic Disadvantage	165	76%	165	68%	47	60%	62	74%
Asian								
Black/African American	73	74%	73	68%	17	65%	26	62%
Hispanic	119	80%	119	76%	35	69%	47	83%
Two or More Races	15	100%	15	93%				
White	88	90%	88	81%	23	74%	30	80%
LEP	17	71%	17	47%				
Special Ed	27	44%	27	44%				

	Mathema	atics	Reading	/ELA	Writir	ng	Scien	се
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Williams Elementary	488	94%	488	92%	164	77%	169	93%
Economic Disadvantage	140	92%	140	86%	41	66%	49	90%
Asian	68	99%	68	94%	18	100%	20	90%
Black/African American	143	93%	143	88%	57	74%	45	93%
Hispanic	135	94%	135	90%	47	72%	53	94%
Two or More Races	15	87%	15	93%				
White	124	94%	124	96%	35	83%	45	96%
LEP	37	92%	37	81%	11	55%		
Special Ed	19	58%	19	68%				

Section IV -2017 LCISD Estimated Results for Middle School and Junior High Campuses:

	Mathema	atics	Reading/	ELA		Mathem	atics	Reading/	ELA
	Total Students	Met Std	Total Students	Met Std		Total Students	Met Std	Total Students	Met Std
Navarro Middle	505	80%	505	61%	Ryon Middle	675	94%	676	90%
Economic Disadvantage	366	79%	366	57%	Economic Disadvantage	163	85%	163	75%
Asian					Asian	71	100%	71	97%
Black/African American	70	86%	70	67%	Black/African American	138	91%	138	87%
Hispanic	385	79%	385	59%	Hispanic	201	89%	201	83%
Two or More Races					Two or More Races	14	86%	14	86%
White	38	82%	38	58%	White	249	98%	250	95%
LEP	67	58%	67	16%	LEP	17	82%	17	24%
Special Ed	50	36%	50	18%	Special Ed	37	68%	37	43%

	Mathema	atics	Reading/	ELA		Mathema	atics	Reading/ELA	
	Total Students	Met Std	Total Students	Met Std		Total Students	Met Std	Total Students	Met Std
Wertheimer Middle	444	91%	444	83%	Wessendorff Middle	391	76%	391	65%
Economic Disadvantage	123	81%	123	66%	Economic Disadvantage	280	70%	280	57%
Asian	36	97%	36	94%	Asian	19	95%	19	89%
Black/African American	89	80%	89	81%	Black/African American	89	72%	89	61%
Hispanic	161	89%	161	76%	Hispanic	224	72%	224	59%
Two or More Races					Two or More Races				
White	146	98%	146	89%	White	49	90%	49	88%
LEP	31	68%	31	48%	LEP	65	43%	65	18%
Special Ed	24	63%	24	29%	Special Ed	37	41%	37	24%

	Mathema	atics	Reading	ELA	Writir	ng	Science		Social Studies	
	Total Students	Met Std								
Briscoe Jr High	896	89%	897	87%	432	85%	458	85%	456	76%
Economic Disadvantage	283	76%	283	74%	137	71%	141	74%	140	62%
Asian	81	99%	81	96%	38	87%	43	100%	43	93%
Black/African American	190	81%	190	85%	88	81%	102	78%	102	69%
Hispanic	306	84%	308	80%	155	81%	149	78%	149	66%
Two or More Races	27	93%	26	96%	12	100%	15	73%	14	71%
White	288	96%	288	93%	138	91%	146	95%	145	88%
LEP	35	57%	35	29%	16	31%	18	33%	18	28%
Special Ed	67	46%	66	44%	27	19%	39	41%	39	15%

	Mathema	atics	Reading	/ELA	Writin	g	Science		Social Studies	
	Total Students	Met Std								
George Jr High	1032	73%	1032	73%	520	61%	510	69%	510	53%
Economic Disadvantage	783	71%	785	70%	402	58%	380	67%	380	49%
Asian	11	82%	11	100%						
Black/African American	122	68%	122	68%	62	63%	61	64%	61	52%
Hispanic	805	73%	805	73%	408	60%	394	70%	394	51%
Two or More Races										
White	84	79%	84	74%	37	68%	48	73%	48	67%
LEP	107	49%	108	31%	58	16%	49	39%	48	27%
Special Ed	109	32%	111	22%	52	12%	58	28%	58	17%

	Mathema	atics	Reading	Reading/ELA		Writing		Science		Social Studies	
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	
Lamar Jr High	864	78%	868	76%	423	65%	444	73%	444	58%	
Economic Disadvantage	583	74%	585	71%	296	60%	287	67%	288	50%	
Asian	36	97%	36	94%	15	100%	21	95%	21	86%	
Black/African American	205	75%	205	71%	95	68%	109	65%	108	60%	
Hispanic	493	75%	495	72%	245	58%	250	69%	251	51%	
Two or More Races	11	91%	12	92%							
White	116	89%	117	93%	61	75%	56	95%	56	71%	
LEP	96	50%	96	31%	48	15%	48	38%	48	21%	
Special Ed	87	32%	87	20%	45	7%	42	14%	41	12%	

	Mathem	Mathematics		/ELA	Writing		Science		Social Studies	
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
Leaman Jr High	756	95%	755	91%	248	85%	244	91%	242	86%
Economic Disadvantage	127	88%	127	77%	31	55%	45	84%	45	82%
Asian	55	100%	55	96%	20	95%	14	93%	14	93%
Black/African American	137	88%	137	85%	42	76%	46	76%	46	72%
Hispanic	155	95%	155	86%	51	76%	53	92%	53	79%
Two or More Races	25	96%	25	92%						
White	381	97%	380	93%	125	90%	122	96%	120	93%
LEP	25	96%	25	64%	10	40%				
Special Ed	44	61%	44	48%	15	27%	15	73%	15	53%

	Mathem	atics	Reading	/ELA	Writin	ng	Science		Social Studies	
	Total Students	Met Std								
Reading Jr High	1259	92%	1259	93%	615	88%	644	92%	640	87%
Economic Disadvantage	323	84%	322	85%	146	76%	176	84%	174	78%
Asian	122	97%	122	95%	65	95%	59	97%	59	97%
Black/African American	296	86%	296	91%	134	83%	161	90%	161	83%
Hispanic	339	90%	340	89%	167	82%	173	88%	173	81%
Two or More Races	25	100%	25	100%	18	100%				
White	475	96%	474	98%	230	93%	243	96%	239	92%
LEP	19	74%	19	42%	10	40%				
Special Ed	66	45%	67	51%	34	35%	32	38%	30	23%

Section V - 2017 LCISD Estimated Results for High School Campuses

	Mathem	atics	Reading	/ELA	Scien	се	Social Studies		
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	
Foster High School	410	91%	982	80%	470	96%	574	96%	
Economic Disadvantage	146	85%	292	69%	140	92%	157	91%	
Asian	30	93%	103	84%	56	98%	43	93%	
Black/African American	92	90%	202	76%	93	95%	132	96%	
Hispanic	163	90%	303	72%	152	94%	154	95%	
Two or More Races			17	70%			10	80%	
White	115	93%	351	89%	156	98%	234	99%	
LEP	19	63%	38	19%	17	76%	18	72%	
Special Ed	27	48%	58	33%	19	74%	35	71%	

	Mathem	atics	Reading	/ELA	Scien	се	Social Studies		
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	
Fulshear High School	185	90%	400	78%	201	95%	22	100%	
Economic Disadvantage	36	86%	76	62%	35	86%			
Asian	10	100%	26	96%	13	100%			
Black/African American	38	84%	72	70%	37	89%			
Hispanic	55	84%	106	73%	48	94%			
Two or More Races			11	100%					
White	73	97%	182	79%	94	96%	13	100%	
LEP			17	18%					
Special Ed	13	38%	30	18%	17	59%			

	Mathem	atics	Reading	/ELA	Scien	се	Social Studies		
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	
Geo Ranch High School	495	93%	1326	86%	636	95%	684	97%	
Economic Disadvantage	152	87%	318	71%	161	84%	164	91%	
Asian	27	100%	128	93%	53	96%	80	100%	
Black/African American	154	90%	313	77%	163	91%	153	95%	
Hispanic	144	90%	345	83%	159	91%	192	95%	
Two or More Races	10	100%	32	88%	15	100%	17	100%	
White	157	96%	503	92%	242	98%	241	99%	
LEP	13	46%	22	15%	16	44%	11	82%	
Special Ed	48	58%	76	22%	42	60%	39	69%	

	Mathem	atics	Reading	/ELA	Scienc	ce	Social Studies			
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std		
Lamar Con High School	463	75%	941	57%	471	82%	500	88%		
Economic Disadvantage	312	70%	585	48%	301	76%	279	86%		
Asian	10	80%	44	83%	23	96%	25	96%		
Black/African American	129	75%	229	50%	123	80%	123	83%		
Hispanic	271	74%	524	53%	256	80%	266	87%		
Two or More Races			23	75%	13	92%	10	100%		
White	44	80%	121	79%	56	93%	75	97%		
LEP	63	48%	97	11%	51	43%	33	64%		
Special Ed	64	52%	92	11%	61	38%	45	53%		

	Mathem	atics	Reading	/ELA	Scien	ce	Social Studies			
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std		
Terry High School	621	77%	1134	57%	510	84%	560	85%		
Economic Disadvantage	449	76%	791	54%	351	83%	372	84%		
Asian										
Black/African American	84	74%	153	50%	62	76%	77	79%		
Hispanic	467	78%	850	57%	382	86%	410	86%		
Two or More Races			11	73%			10	100%		
White	62	81%	110	69%	57	88%	56	89%		
LEP	75	43%	131	4%	44	43%	54	59%		
Special Ed	74	42%	110	16%	62	37%	58	45%		

Resource Persons:

Valerie Vogt, Chief Academic Officer Brian Moore, Director of Research, Assessment, and Accountability

10.A.#2. – INSTRUCTIONAL BOARD REPORT AUGUST 17, 2017

INFORMATION ITEM: 2017 STATE ACCOUNTABILITY RATINGS AND DISTINCTION DESIGNATIONS

2017 State Accountability Ratings and Distinction Designations are expected to be released by the Texas Education Agency on Monday, August 14, 2017. If received as scheduled, staff will review Ratings and Distinction Designations with the Board and will answer questions pertaining to performance.

Resource Persons: Valerie Vogt, Chief Academic Officer

Brian Moore, Director of Research, Assessment, & Accountability

INFORMATION ITEM: TAX COLLECTION REPORT (AS OF JULY 31, 2017)

Exhibit "A"	gives the LCISD collections made during the month of July 31, 2017.
Exhibit "B"	gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
Exhibit "C"	shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through July 31, 2017, LCISD had collected 98.9 % of the 2016-17 roll.
Exhibit "D"	shows the total collections made as compared to the amount that was budgeted for 2016-2017.
Exhibit "E"	shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

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Lamar Consolidated ISD Tax Collections July 2017

						General Fund		Debt Service
	Taxes	Penalty &	Collection	Total	General Fund	P & I &	Debt Service	P & I &
Year	Paid	Interest	Fees	Payments	Taxes Paid	Collection Fees	Taxes Paid	Collection Fees
16	\$ 528,202.82	\$ 58,830.45	\$ 49,108.54	\$ 636,141.81	\$ 395,206.85	\$ 93,126.09	\$ 132,995.97	\$ 14,812.90
15	\$ 51,671.51	\$ 12,251.09	\$ 8,362.60	\$ 72,285.20	\$ 38,661.19	\$ 17,528.95	\$ 13,010.32	\$ 3,084.74
14	\$ 8,230.54	\$ 3,180.01	\$ 1,917.90	\$ 13,328.45	\$ 6,158.18	\$ 4,297.22	\$ 2,072.36	\$ 800.69
13	\$ 2,634.20	\$ 1,112.51	\$ 796.58	\$ 4,543.29	\$ 1,970.93	1,628.97	\$ 663.27	\$ 280.12
12	\$ 3,675.87	\$ 1,597.60	\$ 908.82	\$ 6,182.29	\$ 2,750.33	\$ 2,104.16	\$ 925.54	\$ 402.26
11	\$ 3,179.74	\$ 1,518.56	\$ 687.01	\$ 5,385.31	\$ 2,333.37	\$ 1,801.36	\$ 846.37	\$ 404.21
10	\$ 1,273.34	\$ 737.22	\$ 256.96	\$ 2,267.52	\$ 951.87	\$ 808.06	\$ 321.47	\$ 186.12
09	\$ 350.87	\$ 288.39	\$ 101.33	\$ 740.59	\$ 275.82	\$ 328.03	\$ 75.05	\$ 61.69
08	\$ 406.13	\$ 348.98	\$ 88.71	\$ 843.82	\$ 319.26	\$ 363.04	\$ 86.87	\$ 74.65
07	\$ 30.32	\$ 38.21	\$ 13.71	\$ 82.24	\$ 23.37	\$ 43.16	\$ 6.95	\$ 8.76
06	\$ 228.19	\$ 190.16	\$ -	\$ 418.35	\$ 196.11	\$ 163.42	\$ 32.08	\$ 26.74
05	\$ 12.72	\$ 18.66	\$ 6.11	\$ 37.49	\$ 11.24	\$ 22.60	\$ 1.48	\$ 2.17
04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ =	\$ -	\$ -
03	\$ 1.50	\$ -	\$ -	\$ 1.50	\$ 1.35	\$ =	\$ 0.15	\$ -
02	\$ 1.50	\$ -	\$ -	\$ 1.50	\$ 1.35	\$ =	\$ 0.15	\$ -
01	\$ 73.03	\$ 105.15	\$ 15.49	\$ 193.67	\$ 65.81	\$ 110.25	\$ 7.22	\$ 10.39
00	\$ 48.37	\$ 98.82	\$ 21.88	\$ 169.07	\$ 43.06	\$ 109.85	\$ 5.31	\$ 10.85
99	\$ -	\$ -	\$ =	\$ =	\$ =	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ =	\$ =	\$ =	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ =	\$ =	\$ =	\$ -	\$ -	\$ -
96 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 600,020.65	\$ 80,315.81	\$ 62,285.64	\$ 742,622.10	\$ 448,970.09	\$ 122,435.16	\$ 151,050.56	\$ 20,166.29

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Lamar Consolidated ISD Tax Collections September 1, 2016-August 31, 2017 (Year-To-Date)

Year	Original Tax	1	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 6/30/2017
16	\$ 190,749,742.17	\$	6,664,777.02	\$ 197,414,519.19	\$ 195,331,911.51	\$ 758,223.81	\$ 160,421.77	\$ 196,250,557.09	\$ 2,082,607.68
15	\$ 1,461,782.15	\$	(165,080.19)	\$ 1,296,701.96	\$ 734,099.82	\$ 190,345.81	\$ 193,929.93	\$ 1,118,375.56	\$ 562,602.14
14	\$ 542,294.32	\$	86,583.47	\$ 628,877.79	\$ 297,794.80	\$ 53,415.08	\$ 39,138.60	\$ 390,348.48	\$ 331,082.99
13	\$ 376,208.38	\$	96,752.37	\$ 472,960.75	\$ 210,667.28	\$ 25,232.03	\$ 14,942.69	\$ 250,842.00	\$ 262,293.47
12	\$ 351,985.57	\$	121,323.55	\$ 473,309.12	\$ 226,271.59	\$ 22,620.62	\$ 12,335.39	\$ 261,227.60	\$ 247,037.53
11	\$ 306,018.43	\$	105,419.39	\$ 411,437.82	\$ 207,138.61	\$ 17,500.34	\$ 7,703.23	\$ 232,342.18	\$ 204,299.21
10	\$ 239,335.19	\$	16,541.88	\$ 255,877.07	\$ 79,285.82	\$ 15,162.34	\$ 4,971.83	\$ 99,419.99	\$ 176,591.25
09	\$ 180,590.36	\$	(1,388.89)	\$ 179,201.47	\$ 26,608.22	\$ 20,059.47	\$ 6,287.37	\$ 52,955.06	\$ 152,593.25
08	\$ 166,608.20	\$	(218.20)	\$ 166,390.00	\$ 12,826.13	\$ 10,099.52	\$ 2,772.22	\$ 25,697.87	\$ 153,563.87
07	\$ 184,194.57	\$	(229.38)	\$ 183,965.19	\$ 8,841.72	\$ 8,173.71	\$ 2,112.36	\$ 19,127.79	\$ 175,123.47
06	\$ 100,034.63	\$	(702.72)	\$ 99,331.91	\$ 14,240.37	\$ 14,293.19	\$ 3,157.34	\$ 31,690.90	\$ 85,091.54
05	\$ 136,302.28	\$	(676.63)	\$ 135,625.65	\$ 4,405.28	\$ 5,042.13	\$ 1,538.09	\$ 10,985.50	\$ 131,220.37
04	\$ 59,637.69	\$	(562.21)	\$ 59,075.48	\$ 6,026.12	\$ 8,424.98	\$ 2,581.11	\$ 17,032.21	\$ 53,049.36
03	\$ 45,396.95	\$	(231.33)	\$ 45,165.62	\$ 4,974.87	\$ 7,287.13	\$ 1,588.73	\$ 13,850.73	\$ 40,190.75
02	\$ 30,765.07	\$	(201.65)	\$ 30,563.42	\$ 3,750.42	\$ 5,633.88	\$ 1,071.70	\$ 10,456.00	\$ 26,813.00
01	\$ 28,187.49	\$	(431.03)	\$ 27,756.46	\$ 3,789.70	\$ 6,051.16	\$ 1,159.03	\$ 10,999.89	\$ 23,966.76
00	\$ 24,848.63	\$	(432.58)	\$ 24,416.05	\$ 3,689.95	\$ 6,378.99	\$ 1,194.90	\$ 11,263.84	\$ 20,726.10
99	\$ 25,968.92	\$	(217.09)	\$ 25,751.83	\$ 4,187.59	\$ 7,925.41	\$ 1,511.31	\$ 13,624.31	\$ 21,564.24
98	\$ 17,522.54	\$	(204.96)	\$ 17,317.58	\$ 3,887.77	\$ 7,716.76	\$ 1,420.63	\$ 13,025.16	\$ 13,429.81
97	\$ 15,955.33	\$	(200.19)	\$ 15,755.14	\$ 3,992.39	\$ 8,372.51	\$ 1,518.81	\$ 13,883.71	\$ 11,762.75
96	\$ 8,752.54	\$	(316.46)	\$ 8,436.08	\$ 3,324.38	\$ 6,992.75	\$ 1,109.34	\$ 11,426.47	\$ 5,111.70
95	\$ 4,709.94	\$	(2,838.25)	\$ 1,871.69	\$ 1,074.49	\$ 2,806.52	\$ 582.16	\$ 4,463.17	\$ 797.20
94 & prior	\$ 18,618.14	\$	(18.00)	\$ 18,600.14	\$ 1,825.47	\$ 5,810.06	\$ 1,115.35	\$ 8,750.88	\$ 16,774.67
Totals	\$195,075,459.49		\$6,917,447.92	\$201,992,907.41	\$197,194,614.30	\$1,213,568.20	\$464,163.89	\$198,872,346.39	\$4,798,293.11

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

MONTH	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ост	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
DEC	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
JAN	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
FEB	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
MAR	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
APR	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
MAY	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
JUNE	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
JULY	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
AUG		99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2016-17 TAX COLLECTIONS AS OF JULY 31, 2017

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 7/31/2017	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$195,331,912	102.37%
2015 & Prior	2015-16 & Prior	\$2,150,000	1,862,702	86.64%
TOTAL		\$192,957,570	\$197,194,614	102.20%

244

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT TAX COLLECTION REPORT AS OF JULY 31, 2017

SCHOOL YEAR	2011-12	2012-13	2013-14	2014-15		2015-16		2016-17
TAX YEAR	2011	2012	2013	2014		2015		2016
COLLECTION YEAR								
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$	173,016,530	\$	190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$	178,028,558	\$	195,331,912
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	_	6,473,810		6,664,777
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	\$	734,100		
Adj. To Roll	\$ (64,337)		\$ 242,601	\$ 165,920		(165,080)		
3 Collections	\$ 286,833	\$ 315,459	\$ 333,212	\$ 297,795				
Adj. To Roll	\$ 162,075	\$ 445,748	\$ (49,699)	\$ 86,583				
4 Collections	\$ 308,264	\$ 252,058	\$ 210,667					
Adj. To Roll	\$ 518,252	\$ (88,980)	\$ 96,752					
5 Collections	\$ 	\$ 226,272						
Adj. To Roll	\$ (92,801)	\$ 121,324						
6 Collections	\$ 207,139							
Adj. To Roll	\$ 105,419							
TOTAL:								
COLLECTIONS ADJUSTED TAX ROLL	\$ 138,068,442 138,272,740	\$ 142,094,365 142,341,402	\$ 149,503,967 149,766,261	\$ 161,719,928 162,051,011		178,762,658 179,325,260	_	195,331,912 197,414,519
BALANCE TO								
BE COLLECTED	\$ 204,299	\$ 247,037	\$ 262,293	\$ 331,083	\$	562,602	\$	2,082,608
ADJ. TAXABLE								
VALUE	\$ 9,947,321,347	\$ 10,240,020,286	\$ 10,774,163,588	\$ 11,657,926,779	\$	12,900,633,774	\$	14,201,972,533
TOTAL % COLLECTIONS	99.9%	99.8%	99.8%	99.8%		99.7%		98.9%
AS OF JULY 31, 2017								
TAX RATE	1.39005	1.39005	1.39005	1.39005		1.39005		1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

AMS (ALC)	Application # 1	\$ 62,994.50
AMS (Frost ES)	Application # 1	\$ 247,950.00
AMS (Huggins ES)	Application # 1	\$ 151,050.00
AMS (Seguin ECC)	Application # 1	\$ 104,245.40
AMS (Travis ES)	Application # 1	\$ 86,450.00
AMS (Wessendorff Middle)	Application # 1	\$ 232,750.00
BLS Construction (Ag Barn #2)	Application # 7	\$ 328,088.04
BLS Construction (Ag Barn #2)	Application # 8	\$ 44,664.69
Bass Construction (Huggins ES)	Application # 5	\$ 5,689.95
Bass Construction (Leaman JHS)	Application # 1	\$ 8,907.00
Drymalla Construction (Carter Elementary)	Application # 1	\$ 588,404.35
Drymalla Construction (Carter Elementary)	Application # 2	\$ 875,612.15
Drymalla Construction (Lindsey Elementary)	Application # 13	\$ 973,436.50
Drymalla Construction (Lindsey Elementary)	Application # 14	\$ 222,243.00

EAB (Lindsey ES)	Application # 4	\$ 33,535.00
EAB (Lindsey ES)	Application # 5	\$ 4,620.00
Facilities Services (Pink ES)	Application # 1	\$ 159,597.23
Frank's Iron Works (Support Services)	Application # 1	\$ 5,925.00
Frank's Iron Works (Support Services)	Application # 2	\$ 5,925.00
Gamma (Bentley ES)	Application # 17	\$ 1,018,892.00
Gilbane (2011 Bond Program)	Application # 62	\$ 8,537.00
Hartfiel Architecture & Design (Aquaponics Greenhouses)	Application # 4	\$ 600.00
IKLO Construction (Lamar CHS Band Hall)	Application # 1-A	\$ 23,750.00
IKLO Construction (Terry HS Band Hall)	Application # 1-B	\$ 21,375.00
Jakubik & Assoc. (Campbell ES & Dickinson ES Fields)	Application # 1	\$ 5,690.00
KCI Technologies (Access Controls)	Application # 2	\$ 15,075.00
KCI Technologies (Site Lighting)	Application # 1	\$ 52,920.00
Millennium Project Solutions (Lamar CHS Aquaponics Greenhouses)	Application # 3R	\$ 81,957.89
PBK Architects (Bentley ES)	Application # 16	\$ 1,946.84
PBK Architects (Bentley ES)	Application # 17	\$ 834.37

PBK Architects (Bentley ES – Reimbursables)	Application # 11	\$ 675.00
PBK Architects (Fulshear HS)	Application # 28	\$ 45,237.66
PBK Architects (Fulshear HS – Reimbursables)	Application # 7	\$ 1,875.00
PBK Architects (Fulshear HS Shell Space)	Application # 1	\$ 22,378.35
PBK Architects (Leaman JHS)	Application # 26	\$ 12,279.57
PBK Architects (Lindsey ES)	Application # 18	\$ 2,315.10
PBK Architects (Lindsey ES)	Application # 19	\$ 10,857.36
PBK Architects (Roberts MS)	Application # 1	\$ 39,766.49
PBK Architects (Support Services)	Application # 9	\$ 14,256.00
PBK Architects (Support Services – Reimbursables)	Application # 1	\$ 800.00
Raba Kistner (Campbell ES – Running Track)	Application # 1	\$ 2,812.50
Raba Kistner (Dickinson ES – Playing Field)	Application # 1	\$ 2,200.50
Terracon (Ag Barn #2)	Application # 9	\$ 458.50
Tarragan		
Terracon (Carter ES)	Application # 1	\$ 7,478.50
Terracon (Foster HS Water Plant)	Application # 1	\$ 2,600.00
Terracon (Lamar CHS Band Hall)	Application # 1	\$ 562.50

Terracon (Terry HS Band Hall)	Application # 1	\$ 31.25
Terracon (Terry HS Baseball)	Application # 1	\$ 759.50
The Anchor Group (District Wide Fence Project)	Application # 5	\$ 106,129.15
Urbish Electric (Support Services)	Application # 1	\$ 1,092.00
VLK Architects (Ag Barn #2)	Application # 9	\$ 9,809.01
VLK Architects (Carter ES)	Application # 6	\$ 77,719.95
VLK Architects (Carter ES – Reimbursables)	Application # 4	\$ 4,989.88
VLK Architects (Carter ES – Reimbursables)	Application # 5	\$ 360.00
VLK Architects (Lamar CHS Band Hall)	Application # 6	\$ 2,131.87
VLK Architects (Terry HS Band Hall)	Application # 6	\$ 393.75
Vanir, Rice & Gardner (2014 Bond Program)	Application # 23	\$ 201,984.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 24	\$ 229,197.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 25	\$ 207,979.00

Resource person: Kevin McKeever, Administrator for Operations



RCISD Monthly Report June 2017

10.B.#3. – PLANNING BOARD REPORT AUGUST 17, 2017

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,125,770.25	884,284.75	20,711,062.05	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,865,102.65	1,905,758.35	19,516,849.08	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	22,569,462.50	2,389,941.50	1,706,498.56	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	143,930.00	846,070.00	88,557.66	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	94,500.00	1,056,000.00
LCHS Band Hall	700,000.00	638,684.00	61,316.00	59,168.54	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,001,039.00	54,961.00	484,192.01	1,056,000.00
Natatorium - Foster High School	8,855,872.00	1,003,050.00	7,852,822.00	713,997.00	8,855,872.00
Natatorium - Fulshear High School	8,855,872.00	819,455.00	8,036,417.00	616,455.50	8,855,872.00
Natatorium - George Ranch High School	8,855,872.00	826,905.00	8,028,967.00	403,062.50	8,855,872.00
Support Services Center	12,146,000.00	11,268,600.00	877,400.00	901,505.20	952,047.00
THS Band Hall	700,000.00	657,835.00	42,165.00	60,616.64	700,000.00
*THS Baseball	2,400,000.00	2,301,628.00	98,372.00	92,266.01	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	84,358,711.40	32,037,224.60	45,477,980.75	105,201,983.00
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	1,002,385.00	23,957,019.00	155,000.00	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	155,000.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	1,429,920.00	20,892,773.00	114,568.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,580,537.57	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,802,716.00	77,233,068.57	424,568.00	81,145,098.00
Grand Total	197,541,034.00	88,161,427.40	109,270,293.17	45,902,548.75	186,347,081.00

^{*} Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	40,200.00	759,800.00	21,105.00	800,000.00
Huggins Elementary School	700,000.00	672,447.00	27,553.00	645,057.31	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	315,042.00	1,200,000.00
Site Lighting	1,600,000.00	88,200.00	1,511,800.00	10,080.00	1,600,000.00
Grand Total	4,300,000.00	1,834,927.00	2,465,073.00	991,284.31	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects and contractors. We are the liaison between LCISD Administration, Departments and Schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

Accomplishments This Month:

- Awarded construction contracts for Natatoriums at George Ranch HS, Foster HS and Fulshear HS.
- Achieved Substantial Completion of new Lindsey Elementary School.
- Began interior repairs at Pink Elementary School.
- Construction started on new Carter Elementary School.
- Construction started on the Terry High School Baseball/Softball Complex.





AMARCISD Monthly Report June 2017



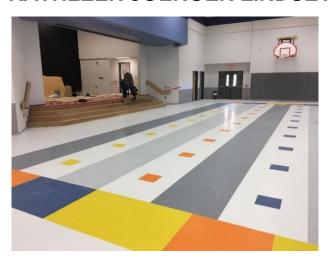
CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW

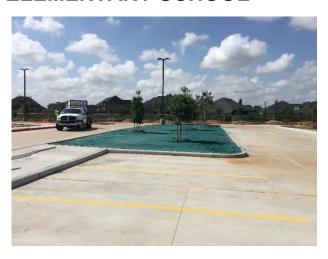
- The punch list is complete.
- Close-out documents have been received.
- Preparing to construct culverts and crossings at new traffic signal.

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017
- Furniture Move-In: July 10, 2017
- Technology Move-In: July 17, 2017



OVERVIEW

- Substantial Completion was achieved on June 22, 2017.
- Floors are being waxed in preparation for furniture deliveries scheduled to begin July 10, 2017.
- As of June 30, 2017, the construction contract is 99% complete.







DON CARTER ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: May 30, 2017
- Construction Completion: July 21, 2018
- Construction Meeting: Bi-Monthly

OVERVIEW

- The final plat is approved.
- Submittals are being processed.
- The site has been cleared.
- Fill dirt has been brought in to raise the building pad.
- Underground utility work has begun.



DON CARTER ELEMENTARY SCHOOL









Monthly Report June 2017



SUPPORT SERVICES FACILITY





SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: May 30, 2017
- Construction Completion:
- Phase 1: February 9, 2018
 - o Maintenance & Operations Building
- Phase 2: September 10, 2018
 - Support Services Facility

- Permits have been approved by City of Rosenberg.
- Submittals are being processed.
- Contractor is preparing to mobilize on-site.





BAND HALL ADDITIONS

Lamar Consolidated High School



Lamar CHS Construction Fencing

SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017

Terry High School



Terry HS Construction Fencing

OVERVIEW

- IKLO Construction has mobilized on the Lamar Consolidated High School and Terry High School sites.
- Site preparation is in progress. Water lines at both locations are being relocated.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 2nd Quarter 2017
- Substantial Completion: 1st Quarter 2018

- Contractor has mobilized on site.
- Demolition of existing facilities is complete.
- Excavation and layout for field improvements have begun.







NATATORIUMS

Foster High School | Fulshear High School | George Ranch High School



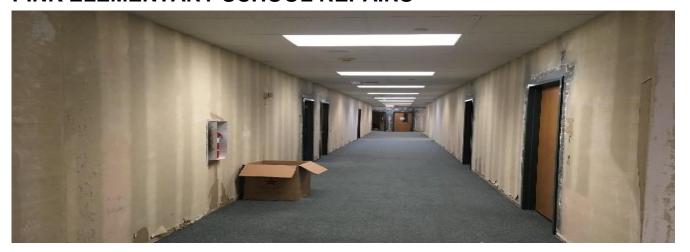
SCHEDULE MILESTONES

- Current Phase: Award
- Construction Start: 3rd Quarter 2017
- Construction Completion: 3rd Quarter 2018

- Board approved Turner Construction Company for the construction of the Natatoriums at the June Meeting.
- Coordination plans of the site construction activities on the occupied campuses has been developed.
- All permits have been approved with the exception of Fort Bend County Engineering.



PINK ELEMENTARY SCHOOL REPAIRS



SCHEDULE MILESTONES

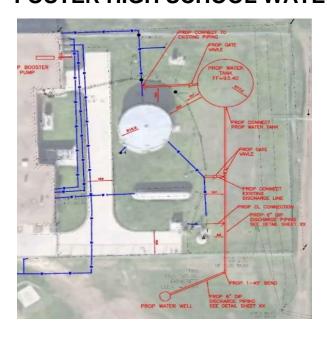
Current Phase: ConstructionConstruction Start: June 2017

Construction Completion: August 2017

OVERVIEW

- Construction began on June 3, 2017.
- Work is underway to adjust doors and ceilings throughout the building, repair cracks in walls, and replace vinyl wall covering.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

- Permit set submitted to State for review and comments in June 2017.
- The permit process is expected to take 2 to 4 months before the procurement phase will begin.
- Final set of drawings and specifications are being prepared in preparation of bidding the project when the permit has been approved.







HVAC WEB-BASED CONTROLS





SCHEDULE MILESTONES

Current Phase: Construction Construction Start: July 18, 2017

Construction Completion: 4th Quarter 2017

OVERVIEW

- Johnson Controls was awarded the HVAC Controls project.
- The work will include replacing control systems to communicate to the District Maintenance staff over the internet by replacing the dial-up modems currently in use at 8 sites.
- Additional data drops have been identified and will be added to the scope of work.

CHILLER REPLACEMENT



SCHEDULE MILESTONES

Current Phase: Construction Construction Start: March 2017 Construction Completion: July 2017

- The chiller replacements at Wessendorff Middle School, Frost Elementary and Huggins Elementary have been installed.
- Final punch-list work is underway.





ACCESS CONTROLS



SCHEDULE MILESTONES

- **Current Phase: Construction Documents**
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW

- Project is planned to provide a system to allow card access to all schools in the District.
- Final selection of doors to receive card access controls is underway at all schools.
- Construction Documents are being developed in preparation for soliciting contractor proposals later this summer.

SITE LIGHTING



SCHEDULE MILESTONES

- Current Phase: Procurement
- Construction Start: 3rd Quarter 2017
- Construction Completion: 1st Quarter 2018

- Project is preparing to advertise for Competitive Sealed Proposals.
- Contractor proposals will be received in July 2017 and recommended for approval in August.
- Project is planned to replace all exterior pole lights and building wall pack lights on schools and support facilities in the District with new LED fixtures.
- 46 sites are included in this project.





SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- Bond Sale 2
 - Elementary #27
 - Elementary #28
 - Roberts Middle School
 - Fulshear HS Shell Space Build-Out

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Huggins Elementary School New Parent Drive Completed March 2016
Completed May 2017



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,690,822.60	319,232.40	20,998,373.59	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,865,102.65	1,905,758.35	19,766,266.08	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	22,569,462.50	2,389,941.50	2,333,710.06	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	132,530.00	857,470.00	88,557.66	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	94,500.00	1,056,000.00
LCHS Band Hall	700,000.00	638,684.00	61,316.00	86,862.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,055,794.57	205.43	484,192.01	1,056,000.00
Natatorium - Foster High School	8,855,872.00	1,003,050.00	7,852,822.00	713,997.00	8,855,872.00
Natatorium - Fulshear High School	8,855,872.00	819,455.00	8,036,417.00	616,455.50	8,855,872.00
Natatorium - George Ranch High School	8,855,872.00	826,905.00	8,028,967.00	403,062.50	8,855,872.00
Support Services Center	12,146,000.00	11,268,600.00	877,400.00	901,505.20	952,047.00
THS Band Hall	700,000.00	657,835.00	42,165.00	83,541.64	700,000.00
*THS Baseball	2,400,000.00	2,301,628.00	98,372.00	93,025.51	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	84,967,119.32	31,428,816.68	46,693,298.75	105,201,983.00
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	1,002,385.00	23,957,019.00	233,681.00	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	233,681.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	1,429,920.00	20,912,573.00	186,403.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	268,540.00	3,580,537.00	22,378.35	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,892,230.00	77,252,868.00	676,143.35	81,145,098.00
Grand Total	197,541,034.00	88,859,349.32	108,681,684.68	47,369,442.10	186,347,081.00

^{*} Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	40,200.00	759,800.00	21,105.00	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	645,057.31	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	980,042.00	1,200,000.00
Site Lighting	1,600,000.00	91,700.00	1,508,300.00	63,000.00	1,600,000.00
Grand Total	4,300,000.00	1,822,422.48	2,477,577.52	1,709,204.31	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects, and interface with architects and contractors. We are the liaison between LCISD Administration, Departments and Schools and coordinate all activities necessary to complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

Accomplishments This Month:

- Received Competitive Sealed Proposals for District-wide site and Area Lighting Retrofit.
- Installed furniture and technology systems in new Lindsey Elementary School.
- Began installing foundations at new Carter Elementary School.
- Mobilized on new Natatorium sites at George Ranch, Foster and Fulshear High Schools.
- Began replacement of HVAC Web-Based Controls at Foster High School.







CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW

- The punch list is complete.
- Closeout documents are being finalized.
- Contractor is installing culverts and crossings at the new traffic signal to meet TxDOT requirements.

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL











SCHEDULE MILESTONES

- Current Phase: Punch List
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017
- Furniture Move-In: July 10, 2017
- Technology Move-In: July 17, 2017
- School Starts August 28, 2017.

- The punch list is being completed.
- Closeout documents are being reviewed.



DON CARTER ELEMENTARY SCHOOL









SCHEDULE MILESTONES

- **Current Phase: Construction** Construction Start: May 30, 2017
- Construction Completion: July 21, 2018

- Concrete piers are 100% complete
- Grade beams are 50% complete
- Underground utility work has begun.



DON CARTER ELEMENTARY SCHOOL









SUPPORT SERVICES FACILITY









Support Services Building

SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: May 30, 2017
- Construction Completion:
- Phase 1: February 9, 2018
 - o Maintenance & Operations Building
- Phase 2: September 10, 2018
 - Support Services Facility

Maintenance & Operations Building

- Contractor has mobilized on site.
- The clearing of the new Maintenance & Operations Building site has begun.



BAND HALL ADDITIONS



Lamar Consolidated High School

SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017



Terry High School

OVERVIEW

- Site preparation is in progress.
- Water lines being relocated at both sites.
- Foundation layout has begun.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Substantial Completion: 1st Quarter 2018



- Underground utilities are being installed.
- Building pads for dugouts, bleachers and concession building are complete.







NATATORIUMS

Foster High School | Fulshear High School | George Ranch High School





SCHEDULE MILESTONES

- **Current Phase: Construction**
- Construction Start: 3rd Quarter 2017
- Construction Completion: 3rd Quarter 2018



- Contractor has mobilized on all sites.
- Construction fencing has been put up at all three sites.
- Site coordination has been completed to direct traffic around the construction work.



PINK ELEMENTARY SCHOOL REPAIRS



SCHEDULE MILESTONES

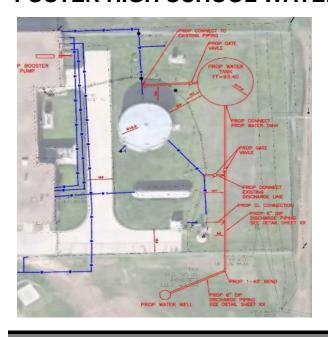
- Current Phase: Construction Construction Start: June 2017
- Construction Completion: August 2017



OVERVIEW

- Ceiling adjustment is 100% complete.
- New vinyl wall covering has been installed in the classrooms.
- Corridor wall coving is currently being installed.
- Terrazzo floor repair is underway.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

- Permit set submitted to State for review and comments in June 2017.
- Finalizing Construction Documents and preparing to advertise for contractor pricing when permit is ready to issue.





HVAC WEB-BASED CONTROLS



SCHEDULE MILESTONES

- **Current Phase: Construction** Construction Start: July 18, 2017
- Construction Completion: January 19, 2018

OVERVIEW

- Additional data drops are being installed to communicate with the new controls.
- Currently replacing controls at Foster High School, Central Plant, and Briscoe Junior High School before school starts.

CHILLER REPLACEMENT



SCHEDULE MILESTONES

Current Phase: Close out Construction Start: March 2017 Construction Completion: July 2017



- All chiller replacements have been completed.
- Punch list is currently being worked on.



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ACCESS CONTROLS



OVERVIEW

- Building plans have been completed to identify the doors to receive card access.
- Construction Documents are being finalized in preparation for soliciting contractor proposals.

SCHEDULE MILESTONES

- Current Phase: Construction **Documents**
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

SITE LIGHTING



SCHEDULE MILESTONES

- Current Phase: Procurement
- Construction Start: 3rd Quarter 2017
- Construction Completion: 1st Quarter 2018

- Parking lot lighting and exterior building wall lights will be replaced at 46 school and support sites.
- 17 cost proposals were received on July 25,
- Contractor qualifications are being evaluated to make a recommendation for award in August.





SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- Bond Sale 2
 - Elementary #27
 - Elementary #28
 - Roberts Middle School
 - Fulshear HS Shell Space Build-Out

COMPLETED PROJECTS

Foster High School Baseball Scoreboard
Huggins Elementary School New Parent Drive

Completed March 2016 Completed May 2017



INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. The punch list items that remain are being addressed.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. The chillers have been installed and punch list is near completion.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. KCI is currently preparing a set of specifications for the procurement process. They have been visiting every site in the district and all lights have been identified for replacement. Construction documents are being developed.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17th. Final payment was approved at the May Board Meeting. Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has started and it is now in the construction document phase to prepare for soliciting contractors for bids.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner notice to proceed as been sent and the project is under construction.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

The following changes took place during the month:

Trainees hired:	9
Drivers leaving the Dept.	6
Full time drivers hired:	0
Drivers waiting driving test	2
Bus aides hired:	0

David McMillian, current transportation director from Santa Fe ISD, was hired as Fleet Services Manager and starts in Lamar CISD on August 14.

0

ACCIDENTS:

We had no on the road accidents during the summer.

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	57	3,723	233	0	2,998
Fulshear	18	1,351	0	0	0

VEHICLE MAINTENANCE:

<u>Fuel Usage</u>	Rosenberg	<u>Fulshear</u>
Diesel	11,818	6,164
Unleaded	9,401	1,428

ROUTING AND SCHEDULING:

We have the following routes in operation for summer school.

Special Needs:

Extended School Year 14
Summer Blast 3
TIPP 2
Avondale 1

Regular:

PreK and K 13 Long 2nd-4th grade 4 Wessendorf K-12 7

LJH and LCHS 8 with 8 mid-day runs
Stafford 1 for a displaced student

TRAINING AND OTHER EVENTS:

Five members of the transportation management team attended the Texas Association for Pupil Transportation Conference and Trade Show in June in Frisco, TX. A total of nine certification classes were taken. Stephen Sluder, Site Manager at Fulshear, received the TAPT Official certification status with completion of his final class and exit interview.

STUDENT DISCIPLINE:

2 student discipline reports were issued for the summer.

Resource Persons: Kevin McKeever, Administrator for Operations

Mike Jones, Director of Transportation