

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, April 19, 2018

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
APRIL 19, 2018
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - Terry High School zSpace
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. March 20, 2018 - Special Meeting (Workshop) 6
 - B. March 22, 2018 - Regular Board Meeting 10
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 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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12. CLOSED SESSION

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	179
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	180
c. Employee resignations and retirements (Information)	181
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2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
b. Consider the purchase of a parcel of land consisting of approximately 15 acres, more or less, located along Beechnut Drive near the intersection of Beechnut Drive and Peek Road in Fort Bend County, Texas, to be used for an elementary school campus or other District facilities	
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.

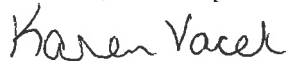
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 13th day of April 2018 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 20th day of March 2018, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member
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
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
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—

2. Discussion of March 22nd Regular Board Meeting Agenda Items

The Board reviewed the March 22nd Regular Board Meeting agenda items.

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10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Consider approval of out-of-state student trip requests, including, but not limited to:
a. Foster High School Speech and Debate
b. Foster High, Fulshear High, George Ranch High, and Terry High Schools Theater Departments
c. George Ranch High School Speech and Debate Team
d. George Ranch High and Lamar Consolidated High Schools DECA

Ms. Kaminski asked why were district funds used to fund some trips but not all of them. Ms. Haack said it varies based on what the campus has in their budget. George Ranch host a big speech and debate tournament each year, as a fundraiser; therefore, they will use those funds for this trip.

10. A-2 Consider approval for the District to apply for a waiver for additional staff
development days

Ms. Kaminski asked if this is for this year only and asked what the plans are for the following year. Mr. Moore said they are looking at discontinuing the waivers in the current format because of the minute conversion. This allows districts to adjust their calendars accordingly and plan for the next school year.

10. B GOAL: PLANNING

10. B-5 Consider approval of request for 2018 Historic Site Exemption Qualification for the Simonton School

Ms. Roberts asked if anything has changed since last year. Ms. Ludwig said technically no. However, the way the CAD reports the property, this is the 80% residential piece. This is not the business. Dr. Harrell asked if last year they asked for the whole thing. Ms. Ludwig said she thought it included the business last year. Ms. Roberts asked if this would be a tax exemption for historical site for a personal residence. Ms. Ludwig said yes.

10. B-7 Consider approval of Superintendent SMART Goals for 2018-2019

Ms. Roberts asked if the superintendent evaluation will change to fit this format. Mr. Steenbergen said yes.

10. B-10 Consider approval of CSP #05-2018VRG for Culver Elementary School

Mr. Steenbergen asked what the construction budget was on this. Mr. Hoyt said they are about \$250k under the construction budget. Dr. Harrell asked who gives the point total for the categories. Mr. Hoyt said the architect, program manager, and 3 district staff (Mr. McKeever, Mr. Carrillo, and Mr. Gutowsky).

10. B-13 Consider approval of facility use agreement with the American Red Cross

Ms. Roberts told the Board they really need to consider whenever we go into an agreement like this. This would designate the American Red Cross to open those shelters and would probably mean our local residents would be sent out further if

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shelter was needed. She said for example, if it would have happened during Hurricane Harvey we would have gotten evacuees from cities that are near Galveston and if we needed it, it would send our residents, in Fort Bend County, further out to other shelters. Mr. Steenbergen said he did not see this during the last event. Mr. McKeever said we have an agreement and have had one. We do not open any of the shelters without the Fort Bend County EOC first. In the past, it has been handled where the County handles our shelters, our county is treated as a pass-through county. All the coastal counties generally go past until the event is here or after the event. Then they start opening shelters in our area.

10. B-15 Consider approval of UnitedHealthcare as the group medical/Rx plan administrator and Stop-Loss Carrier, and OptumRx as Pharmacy Benefit Manager

Mr. Burke Sunday with Gallagher Benefits presented information to the Board.

Ms. Roberts asked for an example of an average price difference between the two for the average family. Dr. Bowen said they look at the premiums once the vendor is approved and they develop the plans based off our existing plans.

3. AUDIENCE TO PATRONS

None

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

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

The Board adjourned to Closed Session at 6:58 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:21 p.m. No action taken.

ADJOURNMENT

The meeting adjourned at 8:21 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 22nd day of March 2018, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member
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
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Chief Academic Officer
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.

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3. STUDENT REPORTS – “Immersion Project” – George Ranch High and Seguin Early Childhood Center

The following George Ranch High School students presented:

Abigail Brown, Brooke Johnson, Ramsa Kazi, and Christopher Alicea Ruiz

The following PreK students from Seguin Early Childhood Center interacted:

Majorie Campos, Abraham Nieto, Yefren Oliva, Bequer Palacios, and Arianna Solorzano

4. RECOGNITIONS/AWARDS

Coach Jeffrey Rayome from Foster High School recognized Chidozie Nwankwo as an undefeated wrestler.

5. INTRODUCTIONS

None

6. AUDIENCE TO PATRONS

None

7. APPROVAL OF MINUTES

A. FEBRUARY 13, 2018 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of February 13, 2018 Special Meeting (Workshop). The motion carried unanimously.

B. FEBRUARY 15, 2018 REGULAR BOARD MEETING

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the minutes of February 15, 2018 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Bronsell reported the Finance Committee met and heard the final recommendations on the medical/prescription plan administrator and stop-loss, and pharmacy benefit manager.

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District. She went to Austin and Arredondo Elementary Schools for Read Across America.

Ms. Kaminski commented that a lot of projects have been completed through the 2011 Bond and thinks that is great to see these completed.

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Mr. Steenberg went to Arredondo Elementary School for Read Across America. He also attended Leadership Day at Hutchinson Elementary School. He attended a meeting at Terry High School called Passport for Success.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

The district had over 8 nominations for the Tommy Tunes Awards this year. We also were presented by several kids at the Houston Livestock Show and Rodeo.

b. Information for Immediate Attention

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A.2; 10. B-1 – 10. B-4; 10. B-6; and 10. B-8 – 10. B.-15; and 10. C-1.

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

10. A GOAL: INSTRUCTIONAL

10. A-1 Approval of out-of-state student trips requests, including, but not limited to: a. Foster High School Speech and Debate

Approved out-of-state travel for Foster High School Speech and Debate to attend the 2018 National Speech and Debate Tournament in Fort Lauderdale, Florida on June 17 – 23, 2018.

b. Foster High, Fulshear High, George Ranch High, and Terry High Schools Theater Departments

Approved out-of-state travel for the Foster High, Fulshear High, George Ranch High, and Terry High Schools Theater Departments to travel to Lincoln, Nebraska on June 24 – July 1, 2018.

c. George Ranch High School Speech and Debate Team

Approved out-of-state travel for George Ranch High School Speech and Debate Team to travel to Washington, D.C., to compete in the National Catholic Forensic League Speech and Debate Tournament from May 25 – 28, 2018.

d. George Ranch High and Lamar Consolidated High Schools DECA

Approved out-of-state travel for the George Ranch High and Lamar Consolidated High Schools DECA to travel to Atlanta, Georgia on April 20 - 25, 2018.

10. A-2 Approval for the District to apply for a waiver for additional staff development Days

Approved the submission of an expedited waiver application to allow the District to dedicate 2100 operational minutes to Staff Development activities in lieu of instructional time during the 2018-2019 school year.

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10. B GOAL: PLANNING

10. B-1 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted page 27-A.)

10. B-2 Ratification of Financial and Investment Reports

Ratified the Financial and Investment reports as presented.

10. B-3 Approval of offer to purchase tax resale property

Approved the bid by Fort Bend County for \$50.00 to acquire the one (1) tax resale property identified below. (See inserted pages 27-B – 27-I.)

10. B-4 Approval of request for 2018 Historic Site Exemption Qualification for the George Ranch Historical Park

Approved 2018 Historic Site Exemption Qualification for the George Ranch Historical Park.

10. B-6 Approval of resolutions proclaiming:
a. Educational Administrative Professionals' Week

Approved the attached resolution proclaiming April 23-27, 2018 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District. (See inserted page 27-J.)

b. Librarians' Week

Approved the attached resolution proclaiming the week of April 8-14, 2018 as Librarians' Week in the Lamar Consolidated Independent School District. (See inserted page 27-K.)

c. Public School Volunteer Appreciation Week

Approved the attached resolution proclaiming the week of April 16-20, 2018 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 27-L.)

10. B-8 Approval of CenterPoint Energy gas development fees for the Natatorium at Foster High School

Approved CenterPoint Energy gas development fees for the Natatorium at Foster High School and approved the payment in the amount of \$7,240. (See inserted page 27-M.)

10. B-9 Approval of CenterPoint Energy gas development fees for the Natatorium at Foster High School

Approved the CenterPoint Energy gas development fees for the Natatorium at George Ranch High School and approved the payment in the amount of \$9,085. (See inserted page 27-N.)

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10. B-10 Approval of CSP #05-2018VRG for Culver Elementary School

Approved Drymalla Construction Company for the construction of Culver Elementary School in the amount of \$19,502,400 and authorized the Board President to sign the agreement.

10. B-11 Approval of CSP #07-2018VRG for Fulshear High School shell space

Approved Drymalla Construction Company for the construction of Fulshear High School shell space in the amount of \$1,417,700 and authorized the Board President to sign the agreement.

10. B-12 Approval of the second MUD No. 5 Interlocal Agreement for Culver Elementary School

Approved the second Interlocal Agreement with Fort Bend County MUD No. 5 in an amount not to exceed \$100,000 for road access at Culver Elementary School and authorized the Board President to execute the agreement. (See inserted pages 28-A – 28-I.)

10. B-13 Approval of facility use agreement with the American Red Cross

Approved a facility use agreement with the American Red Cross for the use of George Ranch High, George Junior High, Fulshear High, Lamar Junior High, Lamar Consolidated High, and Terry High Schools so the Red Cross can use the facilities during a disaster. (See inserted pages 28-J—28-M.)

10. B-14 Approval of building technology systems at Maintenance and Operations building

Approved Micro Integration for installation of technology systems at the Maintenance and Operations building in the amount of \$53,587 and authorized the Board President to sign the agreement. (See inserted page 28-N.)

10. B-15 Approval of UnitedHealthcare as the group medical/Rx plan administrator and Stop-Loss Carrier, and OptumRx as Pharmacy Benefit Manager

Approved UnitedHealthcare as the Group Medical/Rx Plan Administrator and Stop-Loss Carrier, and OptumRx as Pharmacy Benefit Manager, and authorized the Superintendent to negotiate the final contract.

10. C GOAL: PERSONNEL

10. C-1 Approval of 2018-2019 Employee Report/End Date Table

Adopted the 2018 – 2019 Employee Report/End Date Schedule as presented and approved begin and end dates for job titles as indicated on the table. (See inserted pages 28-O – 28-R.)

10. B GOAL: PLANNING

10. B-5 Consider approval of request for 2018 Historic Site Exemption Qualification for the Simonton School

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the 2018 Historic Site Exemption Qualification for the Simonton School.

Dr. Harrell said this year it is only for the residential portion, but last year did they ask for the whole property. Ms. Ludwig said the difference last year was that the CAD included both residential and business. This year it is clear that it is just the residential piece. Ms. Roberts said one thing they need to remember is that the first year it was requested the Board did not approve and they did not have any other residential properties that came to them the first year she was on the board. Last year after this one, there were two more that were residential homes as historical marker sites. She feels if they start to open this up for exemptions for people's homestead there are a lot of property in Richmond that can qualify for historical markers. Ms. Kaminski agreed.

All members voted in opposition of the motion.

The motion failed.

10. B-7 Consider approval of Superintendent SMART Goals for 2018-2019

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the Superintendent SMART goals for 2018-2019.

Ms. Kaminski said there were two items that were not very clear. She asked if they were going to use measurements by how many students. For example, for the standards it says we will make increases relative to the state mean base. She asked if they have to give him an actual number. Dr. Randle said for this particular goal, the District does not even have the state basis, that target moves. When we get the information, they will report to the board where it is and where we ended up. Ms. Kaminski referenced the administration and organization goal and asked if board members are allowed to be on the committee when there are committees of stakeholders. Dr. Randle said this is a strategic plan and the entire process will come to the board identifying who is on those committees. He said board members can participate in the strategic plan.

The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 Freezing of new Intra-District/Inter-District transfer requests to Adolphus, Arredondo, Bowie, Hubenak, Huggins, Long, McNeill, Meyer, Ray, Thomas, and Travis Elementary Schools

11. A-2 Freezing of new Intra-District, Inter-District, and Public Education Grant transfer requests to Polly Ryon Middle School, Reading Junior High School, and George Ranch High School

11. A-3 District Improvement Plan Quarterly Update

Mr. Rockwood presented to the Board.

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11. B GOAL: PLANNING

11. B-1 Campus Climate Surveys

Mr. Rockwood presented to the Board.

11. B-2 Tax Collection Report

11. B-3 Payments for Construction Projects

11. B-4 Bond Update

11. B-5 Projects funded by 2011 available bond funds

11. B-6 Transportation Update

11. B-7 Safety and Security Update

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

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

The Board adjourned to Closed Session at 8:02 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

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

12. A-1(d) Consider extension of administrative contracts

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 30-A – 30-F.)

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12. A-1(e) Consider employment of Campus Coordinator for George Ranch High School

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the recommendation of Nicholas Cavallo as the Campus Coordinator for George Ranch High School. The motion carried unanimously.

12. A-1(f) Consider employment of Principal for Williams Elementary School

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the recommendation of Anitra Wilson as Principal of Williams Elementary School. The motion carried unanimously.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Auto Show on Saturday
Special Olympics on the 14th
Summer Leadership Institute
Teacher Job Fair on April 21st
Teacher of the Year Banquet on May 1st

ADJOURNMENT

The meeting adjourned at 8:15 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Churchill Fulshear High School Storm Dance Team to travel to Orlando, Florida on April 26 - 29, 2019.

IMPACT/RATIONALE:

The Churchill Fulshear High School Storm Dance Team request permission to travel to Orlando, Florida on April 26 - 29, 2019 by airplane. The approximate cost per individual will be \$1,489, which includes the cost of airfare, meals, hotel, ticket fees, and ground transportation. Total cost of the trip is estimated to be \$35,736. Twenty-one students are expected to participate. Erica Sury, Storm Dance Director; Dr. Erin Forbes, Associate Principal; and three parent chaperones will accompany the students. The expenses for the trip will be paid for by fundraising activities by the Storm Booster Club.

PROGRAM DESCRIPTION:

The Churchill Fulshear Storm Dance Team will attend The Dance Worlds 2019 Competition to gain international knowledge of a competitive dance team. This is the first out-of-state trip for this program.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for George Ranch High School Speech and Debate to attend the 2018 National Speech and Debate Tournament in Fort Lauderdale, Florida on June 17-23, 2018.

IMPACT/RATIONALE:

Georg Ranch High School Speech and Debate request permission to travel to Fort Lauderdale, Florida on June 17-23, 2018 by airplane. The approximate cost for each student or sponsor/chaperone is \$1240, for a grand total of \$7440. Meals, airfare, hotel, tournament registration, and ground transportation are included in the costs. District funds will be used to cover the costs as in past years.

BACKGROUND INFORMATION:

The students will participate in a national tournament in Fort Lauderdale. Six students have qualified to attend the tournament. Debate Coach, Erica Baker and Administrator, Chris Cuellar will accompany the students.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the district math finalists to the National MathCON Competition at the University of Illinois in Chicago, Illinois on May 5, 2018.

IMPACT/RATIONALE:

The Lamar CISD math finalists request permission to travel to Chicago, Illinois on May 5, 2018 by airplane. The approximate cost per individual will be \$600, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. The total cost of the trip is estimated to be \$8,460. Twelve students are expected to participate, plus the Math Coordinator, and two chaperones. The expenses for the trip will be paid for by Lamar CISD funds.

PROGRAM DESCRIPTION:

MathCON is a mathematics competition for students in grades 5-12. The goals of MathCON are to contribute to math academics by challenging and entertaining students with insightful math problems and to promote high-quality math education. This year, 51,400 students participated in the online assessment nationwide. Of the 576 finalists, six were from Lamar CISD and 22 additional Lamar CISD students were selected as alternates. Six of those alternates were selected to compete in the final round of the competition, bringing our district's number of competitors to 12.

Submitted by: Valerie Vogt, Chief Academic Officer
 Andria Olson, Coordinator of Mathematics

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE 2018-2019 MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2018-2019 school year.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Fort Bend County provides for the cost of the facility, Youth Specialists, an on-site constable, and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. Fifty (50) students were served during the 2017-2018 school year.

The agreement is attached for Board review.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

- 1.06 *Member School Districts*- NISD, KISD, LAMAR.
- 1.07 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.
- 1.08 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 *Teacher* - A LAMAR classroom teacher who is certified by the State of Texas and who is assigned to provide educational services at the Fort Bend County JJAEP.
- 1.10 *Teacher's Aide* - A LAMAR classroom teacher's aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

SECTION II **PURPOSE**

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students who reside in Fort Bend County.

SECTION III **TERM**

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until July 31, 2019 or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

SECTION IV **SERVICES PROVIDED BY LAMAR**

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

- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.
- 4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:
- A. Teachers
 - B. Teacher's Aide
 - C. Special Counselors
 - D. Educational Diagnosticians
 - E. Instructional Specialists
 - F. Education Administrators/ Special Education Director
- 4.04 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.
- 4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.
- 4.06 Home School Districts will continue to be responsible for conducting all Admission Review and Dismissal committees (ARDs), and Language Proficiency Assessment Committee (LPACs) and/or other meetings required by law.
- 4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the Lamar Consolidated Independent School District.
- 4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.
- 4.09 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.

- 4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.
- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. BOARD personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."

SECTION V
RESPONSIBILITIES OF THE BOARD

- 5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Eligible Student's Probation Officer
 - B. Youth Specialist
 - C. Site Administrator
 - D. JJAEP Program Director
 - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state time lines.

- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
 - B. Class to take place in the classrooms and shop area of JJAEP facility.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JJAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

SECTION VI
RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2018 to reserve a seat for the 2018-2019 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure

that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.

- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

SECTION VII
DATA PRIVACY

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

SECTION VIII
ASSIGNMENTS

- 8.01 This Agreement is not assignable by any party.

SECTION IX
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

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

be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

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

SECTION X
SEVERABILITY

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

SECTION XI
SERVICES NOT PROVIDED FOR

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

SECTION XII
SHARING OF INFORMATION

- 12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile

criminal history record information regarding Eligible Students of LAMAR and the Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.

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

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

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

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

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

SECTION XIII
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION XIV
SUSPENSION OF STUDENTS

- 14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:
- Having a positive drug test
 - Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be

removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XV
NOTICE

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

Honorable Jeff McMeans
Chairman of the Juvenile Board
301 Jackson Street
Richmond, TX 77469

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

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

Notice to KISD shall be delivered to: Dr. Lance Hindt
Superintendent
6301 South Stadium Lane
Katy, TX 77494

SECTION XVI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

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

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

**FORT BEND COUNTY
JUVENILE PROBATION BOARD**

By: _____
Honorable Jeff McMeans, Chairman

Date: _____

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

APPROVED AS TO FORM AND SUBSTANCE:

**NEEDVILLE INDEPENDENT SCHOOL
DISTRICT**

By: _____
Curtis Rhodes, Superintendent

Date: _____

**KATY INDEPENDENT SCHOOL
DISTRICT**

By: _____
Dr. Lance Hindt, Superintendent

Date: _____

**CONSIDER APPROVAL OF THE 2018-2019 AGREEMENT FOR EDUCATIONAL
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2018-2019 school year.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 400 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that commit a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 17-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. The recommended agreement for the 2018-2019 school year is the same as the current one and is attached for Board review.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION

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

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

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

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

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

SECTION I
DEFINITIONS

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

1.01 *BOARD Personnel* - Student's Probation Officer, Director of Detention, Juvenile Supervision Officer, Chief Juvenile Probation Officer.

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

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

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

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

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

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

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

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

SECTION II **PURPOSE**

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

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

SECTION III **TERM**

3.01 The term of this Agreement shall commence on August 1, 2018 and end on June 30, 2019, unless sooner terminated as provided in this Agreement.

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

3.03 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15, 2019, and renewal will be considered by LAMAR.

SECTION IV **SERVICES PROVIDED BY LAMAR**

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

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

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

- A. Teachers
- B. Teacher's Aide
- C. Special Counselors
- D. Educational Diagnosticians
- E. (Instructional Specialists) Program Supervisors
- F. (Special Programs and Projects Director) Special Education Director

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

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

4.06 LAMAR will provide five (5) teachers for the regularly scheduled school day.

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

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

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

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

SECTION V
RESPONSIBILITIES OF THE BOARD

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

5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:

- A. Student's Probation Officer

B. Director of Detention

C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

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

B. Class will take place in the classrooms.

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

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

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

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

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

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

SECTION VI
DATA PRIVACY

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

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

SECTION VII
ASSIGNMENTS

7.01 This Agreement is not assignable by any party.

SECTION VIII
INDEPENDENT CONTRACTOR/NO CO--P ARTNERSHIP

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

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

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

SECTION IX
SEVERABILITY

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any

rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION X
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

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

SECTION XI
SERVICES NOT PROVIDED FOR

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

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

SECTION XII
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION XIII
NOTICE

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

Honorable Jeff McMeans
Chairman of the Juvenile Board
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

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

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

**FORT BEND COUNTY
JUVENILE PROBATION BOARD**

By: _____
Honorable Jeff McMeans, Chairman

Date: _____

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

**CONSIDER APPROVAL OF ADVISE TEXAS PARTNERSHIP AGREEMENT
WITH TEXAS A&M UNIVERSITY**

RECOMMENDATION:

That the Board of Trustees approve a partnership agreement and addendum with Texas A&M University (“TAMU”) for the Advise Texas program with Lamar CISD.

IMPACT/RATIONALE:

TAMU will provide one adviser from the Advise Texas program to Terry High School. The Advise Texas program has three main goals: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers in fostering a college-going culture.

PROGRAM DESCRIPTION:

TAMU and Lamar CISD joined in a memorandum of understanding for the Advise Texas College Advising Corps Program. Advise Texas, housed at TAMU, places recent college graduates of the university as college advisers in high schools state-wide. Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them best. They also assist in the completion of their admissions and financial aid applications, as well as enroll successfully at the college or university they eventually choose. The fee of \$8,000 will be paid to TAMU for the 10-month program.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND**

Lamar Consolidated Independent School District

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, (“TAMU”), and Lamar Consolidated Independent School District (“Lamar CISD”),

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to TAMU and to Lamar CISD, and will further the public outreach service and research objectives of TAMU in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **STATEMENT OF WORK.** TAMU agrees to use its best efforts to coordinate support for Lamar CISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college advisers job description is outlined in the MOU under statement of purpose and services to be performed, which is attached to the 2017-2018 contract.

2. **PROJECT DIRECTOR.** The tasks will be supervised by the Office of Admissions, TAMU.

3. **PERIOD OF PERFORMANCE.** The program shall be conducted during the period of the **2017–2018** School Year. [**July 24, 2017-June 17, 2018.**]

4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, Lamar ISD agrees to award TAMU \$8,000.00 per advisor to employ and train the advisor or provide supplies for the program. Payments shall be made by Lamar CISD in the following manner: payment shall be made within 30 days of the beginning of the contract period. Expenses incurred within the 60 day period prior to the contract period are allowed if they are directly related to these program costs.

TAMU shall contact the following address and/or person for financial inquiries:

ISD Name: Lamar Consolidated Independent School District
ISD Address: 3911 Avenue I
Rosenberg, TX 77471

Telephone: 832-223-0000
Facsimile: 832-223-0111
Attn: Dr. Thomas Randle
Superintendent

5. **DELIVERABLES.** The following deliverables are required under this AGREEMENT:

TAMU agrees to provide reports to Lamar CISD in accordance with the College Advising Corps manual and agreement.

6. NOTICES. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

TAMU: Texas A&M University
Office of Admissions
MS 1265 TAMU
College Station, TX 77843-1265
Attn: Lynn Barnes
Telephone: (979) 458-0971
Facsimile: (979) 847-8737

XISD: Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471
Attn: Dr. Thomas Randle
Superintendent
Telephone: 832-223-0000
Facsimile: 832-223-0111

7. EXPORT ADMINISTRATION. It is understood that TAMU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both TAMU and Lamar CISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

8. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

9. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

10. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and Lamar CISD to attempt to resolve any claim for breach of contract made by Lamar CISD that cannot be resolved in the ordinary course of business. Lamar CISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts

Officer of TAMU, who shall examine Lamar CISD's claim and any counterclaim and negotiate with Lamar ISD in an effort to resolve the claim.

11. TERMINATION. Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 16 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 10. In the event of termination for convenience, TAMU will be reimbursed for all costs and commitments incurred by TAMU prior to the date of termination.

12. NOTICE OF DEFAULT. In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 10 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 10 of this AGREEMENT.

13. FORCE MAJEURE. Neither party is required to perform any term, condition, or covenant of this AGREEMENT, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, an act of war, or other similar occurrence, the cause of which is not reasonably within the control of either party, and which by due diligence either is unable to prevent or overcome.

14. GOVERNING LAW. This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against TAMU pertaining to this AGREEMENT. Nothing in this AGREEMENT should be construed as being a waiver of sovereign immunity by TAMU.

15. NON WAIVER. TAMU is an agency of the State of Texas and nothing in the AGREEMENT waives or relinquishes TAMU's rights to claim any exemptions, privileges, and immunities as may be provided by law.

16. NO FINANCIAL INTEREST. To the best of Lamar CISD's knowledge, no member of the Board of Regents of The Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of this AGREEMENT.

17. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:

Lamar CISD

TEXAS A&M UNIVERSITY

Signature

Signature

Name & Title

Lynn Barnes
Director of Recruitment, Office of Admissions

Date

Date

ADDENDUM
CONTRACT AGREEMENT FOR SERVICES
TEXAS A&M UNIVERSITY
and
LAMAR CISD

This addendum (“Addendum”) amends and supplements the Contract Agreement for Services (“Agreement”), to which it is attached, between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“Consultant”), and Lamar CISD (“LCISD”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into the Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. The second to last sentence of Article III of the Agreement is revised to read as follows: “Consultant shall be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payment made by LCISD hereunder and, to the fullest extent permitted by law, hold LCISD harmless in this regard.”
3. The last sentence of the *Governing Law; Venue* section of Article IV of the Agreement is deleted in entirety.

ACCEPTED & AGREED:

LAMAR CISD

TEXAS A&M UNIVERSITY

Signature

Signature

Name

Name

Title

Title

Date

Date

**CONSIDER APPROVAL OF SHARED SEVRICE AGREEMENT WITH ALDINE ISD FOR
SERVICES TO STUDENTS WITH DYSLEXIA GRANT (TEXAS EDUCATION CODE, 29.027
AS ADDED BY HOUSE BILL 21, SECTION 3, 85th TEXAS LEGISLATURE, 2017)**

RECOMMENDATION:

That the Board of Trustees approve the Shared Service Agreement between Lamar CISD and Aldine ISD for the 2018-2019 school year if awarded the Services to Students with Dyslexia Grant.

IMPACT/RATIONALE:

The benefits of receiving this grant for the students in Lamar CISD would be tremendous. This technology would give our students the ability to access content and be active participants in their learning. Snap & Read would allow our students, who have not yet mastered reading skills, access to instructional/assistive technology in conjunction with effective reading instruction and intervention. Snap & Read would support students' fluency and comprehension by taking the burden of decoding away from them. Students would be able to focus on content. Technology is an important part of student support. Students would have the ability to utilize the technology at both school and home which allows for continuous learning opportunities. Beyond reading, Co:Writer would benefit students in the writing process. The amount of writing and the quality of writing would be increased due to the removal of the barrier of taking your thoughts from your head and putting them on paper. Lastly, the use of uPar would give campuses invaluable data on the use of accommodations. This information would be used to make data driven decisions when deciding on appropriate accommodations for students. uPar also provides baseline data so student progress could also be monitored throughout the school year. Again, this is invaluable data when making decisions on student accommodations.

PROGRAM DESCRIPTION:

The purpose of the grant is to provide funds to local education agencies to provide innovative services to students with dyslexia in a school-wide program. Ten grants will be awarded ranging in amounts up to \$1,000,000. Grant recipients are eligible to renew the grant for one year resulting in up to \$2,000,000 in total funding.

The requirements of the grant are that it must operate within the district or a separate program from the campus in which the program is located with a separate budget (school within a school) and must serve students ages 3-9 or who are enrolled in third grade or lower. The program must demonstrate a solid basis in research-based best practices for students with dyslexia and include robust plans for parents and stakeholder engagement. The program must also demonstrate thoughtful planning toward program replication across the state, and preference is given to applications demonstrating collaboration among districts and/or open charter schools.

The agreement is attached for Board review.

Submitted by: Linda Lane, Executive Director of Elementary Education
Valerie Vogt, Chief Academic Officer
Tiffany Mathis, Director of Special Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Aldine Independent School District
Shared Services Agreement
2018-2019 Services to Students with Dyslexia**

School Districts:

“2018-2019 Services to Students with Dyslexia” Shared Services Agreement (SSA) is a consortium of Local Education Agencies (LEA) Aldine Independent School District (ISD) and Lamar Consolidated Independent School District (CISD) to use nonfederal funds with Aldine ISD serving as the fiscal and administrative agent, to maximize the impact of the grant program through collaborative implementation.

Aldine ISD will:

- Complete and submit application and amendments within specified deadlines.
- Provide technical assistance in the completion of the evaluation.
- Provide contracted professional development for Certified Academic Language Therapist (CALT) training to certify twelve (12) teachers, nine (9) in Aldine I.S.D. and three (3) in Lamar CISD.)
- Provide substitute teachers for (12) teachers, nine (9) in Aldine ISD and three (3) in Lamar CISD) for substitutes for twelve teachers, twelve (12) sessions, for the CALT training.
- Provide contracted Accessibility Tool training sessions for teachers and parents (two (2) sessions for each LEA) to implement accessibility tools for students with Dyslexia.
- Provide sample forms to LEAs to build internal capacity for systemic implementation of Technology Lending.
- Provide a contracted professional, with experience in Dyslexia, to manage the development, implementation, create data and reports for the duration of the grant project for both LEAs.
- Provide for the purchase of Chromebooks, Accessibility Tools, cases and headphones for the technology implementation for participating LEAs.
- Provide for the contracted services for an external project evaluation for participating LEAs.
- Commit to providing high quality services to LEA members.
- Provide financial accounting for funds which includes, but is not limited to, ensuring all funds are expended in accordance with applicable laws and regulations for the funding source for both LEAs.
- Complete compliance reports as mandated by guidelines. It is agreed and understood that the fiscal agent, Aldine I.S.D., assumes no responsibility for a member LEA’s failure to maintain its effort.
- Perform all budgeted and accountability responsibilities related to this agreement as the Fiscal Agent for the Share Services Agreement.

Member LEAs will:

- Assign the 2018-2019 Services to Students with Dyslexia Shared Services Agreement.
- Identify a district staff that will be responsible for working with the contracted Project Director to disseminate information to designated LEA staff.
- Provide appropriate data for needs assessment to the contracted Project Director.
- Provide notification to parents of participating LEA students, technology lending agreement, and parent training for accessibility tools for students with Dyslexia.
- Participate in planning the goals and objectives established by the SSA.
- Provide appropriate data for performance measures in a timely manner as required by the Texas Education Agency (TEA).
- Complete the required annual evaluation report with support from the contracted Project Director.
- Purchase resources necessary to effectively implement the program using the 2018-2019
- LEAs will attend four (4) face to face meetings with the contracted Project Director to monitor the project implementation.

General Terms:

- As the fiscal agent, Aldine ISD is responsible for the appropriate expenditure of all funds disbursed to the LEA from this SSA.
- Aldine ISD may, at any time, request documentation for flow-thru funds expended from this source.
- If a member LEA leaves the cooperative, the funds will remain with the Shared Services Agreement.
- If the Shared Services Agreement is terminated, assets acquired using funds will be distributed, as appropriate, among member LEAs. Assets should be tracked and not disposed of without prior approval from the fiscal agent, Aldine ISD.
- A member LEA will be held liable for legal fees due to complaint, grievance, litigation, and refund liability resulting from on-site monitoring or audit.
- Any additional entitlements released during the fiscal year will not necessitate additional district LEAs signatures.
- The “2018-2019 Services to Students with Dyslexia” SSA will operate a budget prepared in accordance with guidelines established by the Texas Education Agency. Member LEAs acknowledge that funds earmarked will flow directly to the Fiscal Agent from TEA.
- As the fiscal agent, Aldine ISD will receive 4.98% Indirect Costs.
- All non-consumable instructional materials purchased by each LEA, as defined herein, using “2018-2019 Services to Students with Dyslexia” SSA funds, shall be deemed property of each LEA.
- Each LEA is responsible to purchase technology and contract software agreements through their purchasing department.
- Each LEA is responsible for the upkeep and maintenance of the technology equipment, including damage and/or loss.
- Financial documentation, or receipts, for technology, technology accessories, software agreements, substitute teachers, and CALT training will be remitted to the fiscal agent, Aldine ISD, for reimbursement by each LEA according to the SSA.

Commitment: We, the undersigned, do hereby express our understanding of an agreement with the provisions of this document and acknowledge that all agreed upon services and products are contingent upon receipt of grant award.

 3/20/18

(Signature) (date)

Aldine I.S.D.
President and/or Secretary
Board of Trustees
Aldine I.S.D.

(Signature) (date)

Lamar Consolidated I.S.D.
President and/or Secretary
Board of Trustees
Lamar Consolidated I.S.D.

**DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD
MEETINGS AND WORKSHOPS FOR THE 2018-2019 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2018-2019 school year.

June

19 Board Workshop
21 Regular Board Meeting

December

18 Board Workshop
20 Regular Board Meeting

July

NO MEETING

January

15 Board Workshop
17 Regular Board Meeting

August

2 Special Board Meeting
14 Board Workshop
16 Regular Board Meeting

February

19 Board Workshop
21 Regular Board Meeting

September

18 Board Workshop
20 Regular Board Meeting

March

19 Board Workshop
21 Regular Board Meeting

October

16 Board Workshop
18 Regular Board Meeting

April

16 Board Workshop
18 Regular Board Meeting

November

13 Board Workshop
15 Regular Board Meeting

May

14 Board Workshop
16 Regular Board Meeting

The following conferences are scheduled for 2018-2019:

- TASB Summer Leadership Institute – June 14 - 16, 2018 – San Antonio
- TASA/TASB Convention – September 28 – 30, 2018 – Austin
- TASB Winter Governance & Legal Seminar – February 21 – 23, 2019 – Galveston Island
- National School Boards Association Conference – March 30 – April 1, 2019 – Philadelphia, PA

IMPACT/RATIONALE:

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
DECEMBER 2017 THROUGH FEBRUARY 2018**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending February 28, 2018.

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:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending February 28, 2018**

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 December 1, 2017 through February 28, 2018.

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 FEBRUARY 28, 2018

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of February 28, 2018. Pertinent details at February 28, 2018 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$20,482,019,597	\$20,479,049,197	0.7959%

The dollar weighted average maturity of the pool’s portfolio for February 2018 was 27 days.

Lone Star, Government Overnight Fund	1.00	\$ 4,986,191,225	\$4,985,680,388	0.3466%
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The dollar weighted average maturity of the portfolio for the Government Overnight Fund for February 2018 was 32 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
MBIA, Texas CLASS	1.00	\$8,038,392,889	\$8,037,604,827	0.6129%

The dollar weighted average maturity of the portfolio for Texas CLASS Fund for February 2018 was 46 days.

Texas Term, Daily Fund	1.00	\$2,863,784,723	\$2,863,239,028	1.5386%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for February 2018 was 40.3 days.

TexStar,	1.00	\$7,130,310,070	\$7,129,718,573	0.8608%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for February 2018 was 27 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending February 28, 2018. 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:


 Jiff Ludwig,
 Chief Financial Officer

Date: 4/12/18


 Yvonne Dawson
 Director of Budget & Treasury

Date: 4/12/18


 Michele Reynolds
 Director of Finance

Date: 4/12/18

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2018

	<u>12/31/2017</u>	<u>1/31/2018</u>	<u>2/28/2018</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	2,264,800	2,685,273	2,177,978
Special Revenue Funds (Combined)	2,116,549	2,318,354	2,134,477
Debt Service Fund	1,916,412	1,916,412	2,065,277
Capital Projects Fund	881,162	802,063	768,307
Workmen's Compensation and Health Insurance Trust Funds	1,249,599	735,984	1,085,784
Trust and Agency Funds, excluding Student Activity Funds	33,570	33,570	33,570
Student Activity Funds	2,567,549	2,535,846	2,510,374
Total Demand Deposits/Cash on Hand	<u>11,029,641</u>	<u>11,027,502</u>	<u>10,775,767</u>

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 FEBRUARY 28, 2018

<u>INVESTMENT POOLS*</u>	<u>12/31/2017</u>	<u>1/31/2018</u>	<u>2/28/2018</u>
General Fund			
Texpool	59,694,797	129,438,886	136,881,216
Lone Star	2,653,014	2,655,916	2,658,630
Texas CLASS	15,650,400	15,671,041	15,690,499
Food Service Fund			
Texpool	2,544,122	2,546,929	2,549,554
Lone Star	91,630	91,730	91,924
Debt Service Fund			
Texpool	13,251,434	43,551,288	18,922,207
Lone Star	1,908,779	1,910,867	1,912,820
Texas CLASS	960,698	961,965	963,159
TexasTermi/Daily	136,498	136,654	136,800
TexSTAR	3,342,133	3,345,795	3,349,265
Capital Projects Fund			
Texpool	4,704,384	4,510,185	4,149,790
Lone Star	11,861,874	11,874,849	11,886,985
Texas CLASS	32,762,802	32,800,873	32,811,805
TexasTermi/Daily	43,829,228	43,879,210	43,926,290
TexSTAR	66,895,771	62,491,474	58,030,347
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,312,090	996,913	431,248
Lone Star	729,929	730,727	731,475
Special Revenue Funds			
Texpool	53,911	53,970	54,026
Student Activity Funds			
Texpool	37,376	37,418	37,456
Total Investment in Pools	262,420,870	357,686,690	335,015,396
Summary of Interest Earned by Month			
Texpool	65,390	172,468	192,231
Lone Star	17,091	18,864	17,644
Texas CLASS	54,401	59,980	56,665
TexSTAR	72,817	75,990	66,206
Texas Termi/Daily	45,264	50,138	47,227
Total Interest Earned from Investment Pools	254,963	377,439	379,973
Average Yield by Month			
Texpool	1.18	1.30	1.34
Lone Star	1.17	1.29	1.33
Texas CLASS	1.41	1.56	1.62
TexSTAR	1.18	1.29	1.35
Texas Termi/Daily	1.21	1.30	1.40

* See supplemental report attached for balances at February 28, 2018 and details of transactions.

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Briscoe Junior High is requesting a budget change to pay for instructional materials.

199-36	Co-curricular/Extra-curricular Activities	(901.00)
199-11	Classroom Instruction	901.00

Fulshear High School is requesting two budget changes:

The first budget change is to purchase instructional supplies.

199-36	Co-curricular/Extra-curricular Activities	(2,000.00)
199-11	Classroom Instruction	2,000.00

The second budget change is to cover travel expenses for drill team instructor to attend Team camp with students.

199-13	Curriculum and Instr. Staff Development	(1,218.00)
199-36	Co-curricular/Extra-curricular Activities	1,218.00

The Curriculum Department is requesting a budget change to pay for bus expenses for students attending Long Acres Ranch summer science program.

199-36	Co-curricular/Extra-curricular Activities	(6,000.00)
199-11	Classroom Instruction	6,000.00

The Food Service Department is requesting a budget change to amend the Food Service budget for the purchase of one vehicle.

199-35	Food Services	27,120.00
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The Office of the Chief of Staff is requesting a budget amendment to purchase Social Sentinel software to monitor social media. The software alerts the District to threats shared publicly on social media and blog streams so that the District may aggregate and assess data for potential threats in areas of security, public safety, harm, wellness, or acts of violence.

199-52	Security & Monitoring Services	12,835.00
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The Office of the Chief Financial Officer and the Athletic Department are requesting an amendment to establish a budget for the purchase of a new scoreboard for Traylor Stadium to be funded with proceeds of the exclusive vending sponsorship.

199-81	Facilities Acquisition & Construction	200,000.00
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The Office of the Chief Financial Officer and the Maintenance and Operations Department are requesting an amendment to establish budgets for the purchase and construction of one new portable building and moving of 8 portables throughout the District due to student growth. This amount includes costs for moving expenses, canopies, ramps and decks, fire alarms, and electricity.

199-51	Plant Maintenance & Operations	235,000.00
199-81	Facilities Acquisition and Construction	120,000.00

The Office of the Chief Financial Officer and the Technology Department are requesting a budget change to reallocate expenses for RICOH print services.

199-53	Data Processing Services	(137,820.00)
199-11	Classroom Instruction	137,820.00

The Office of the Chief Financial Officer is requesting a budget change to amend the budget to accommodate staffing changes related to the District reorganization.

199-13	Curriculum and Instr. Staff Development	74,188.00
199-41	General Administration	73,599.00
199-51	Plant Maintenance & Operations	87,782.00
199-52	Security & Monitoring Services	16,275.00

The Office of the Chief Financial Officer is requesting an amendment to reflect the reallocation of expenses relating to field trips and extra-curricular bus trips. Budgets are being adjusted to accommodate the change in software used to account for trips. State regulations require the District to reclassify any expenses not specifically related to transporting students to and from school. The District previously used a standard mileage rate for this purpose but is now able to reflect actual costs more closely. This amendment does not increase nor decrease the summary total of the General Fund budget.

199-11	Classroom Instruction	82,060.00
199-23	School Leadership	1,000.00
199-33	Health Services	6,000.00
199-36	Co-curricular/Extra-curricular Activities	777,199.00
199-41	General Administration	2,200.00
199-34	Student Transportation	(868,459.00)

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:


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

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

- Ratification of March 2018 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:


Dr. Thomas Randle
Superintendent

SCHEDULE OF MARCH 2018 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 March total \$24,668,829 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	16,705,039
614	Employee Benefits	707,610
621	Professional Services	31,606
623	Education Services Center	18,047
624	Contracted Maintenance and Repair Services	268,898
625	Utilities	605,218
626	Rentals and Operating Leases	45,621
629	Miscellaneous Contracted Services	242,104
631	Supplies and Materials for Maintenance and Operations	166,183
632	Textbooks and Other Reading Materials	217,440
633	Testing Materials	3,931
634	Food Service	446,617
639	General Supplies and Materials	358,894
641	Travel and Subsistence -- Employee and Student	100,385
649	Miscellaneous Operating Costs/Fees and Dues	19,664
659	Other Debt Services Fees	750
662	Building Purchase, Construction, and/or Improvements	4,724,197
131	Inventory Purchases	3,489
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	3,136
	Total	24,668,829

PROGRAM DESCRIPTION:

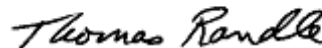
The report above represents all expenditures made during the month of March 2018. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF MARCH 31, 2018**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	163,628,768.00	158,300,961.00	(5,327,807.00)	96.7%
5800-STATE PROGRAM REVENUES	99,718,336.00	42,910,958.00	(56,807,378.00)	43.0%
5900-FEDERAL PROGRAM REVENUES	2,925,000.00	2,640,375.00	(284,625.00)	90.3%
TOTAL- REVENUES	266,272,104.00	203,852,294.00	(62,419,810.00)	76.6%
EXPENDITURES				
6100-PAYROLL COSTS	222,000,805.00	126,250,109.00	95,750,696.00	56.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,689,312.00	11,258,896.00	13,430,416.00	45.6%
6300-SUPPLIES AND MATERIALS	13,737,217.00	5,572,338.00	8,164,879.00	40.6%
6400-OTHER OPERATING EXPENDITURES	5,734,171.00	1,732,264.00	4,001,907.00	30.2%
6600-CAPITAL OUTLAY	4,267,155.00	2,192,634.00	2,074,521.00	51.4%
TOTAL-EXPENDITURES	270,428,660.00	147,006,241.00	123,422,419.00	54.4%

Lamar CISD
Local Investment Pools
as of March 31, 2018

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,549,554.69	0.00	0.00	3,281.75	2,552,836.44
General Account	134,532,733.55	0.00	18,583,231.66	163,499.60	116,113,001.49
Health Insurance	73,001.66	1,194,898.33	1,000,000.00	744.43	268,644.42
Workmen's Comp	358,247.07	38,333.33	50,000.00	446.57	347,026.97
Property Tax	2,650,692.40	2,816,272.48	0.00	5,711.40	5,472,676.28
Vending Contract Sponsor	482,449.40	0.00	0.00	620.98	483,070.38
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	231,147.56	0.00	0.00	297.52	231,445.08
Student Activity Funds	37,454.35	0.00	0.00	48.25	37,502.60
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	212,228.30	0.00	0.00	273.16	212,501.46
Common Threads Donation	54,025.93	0.00	0.00	69.54	54,095.47
Debt Service 2012A	2,081,072.99	0.00	0.00	2,678.73	2,083,751.72
Debt Service 2012B	270,471.67	0.00	0.00	348.18	270,819.85
Debt Service 2014A	382,615.66	0.00	0.00	492.51	383,108.17
Debt Service 2014B	867,792.44	0.00	0.00	1,117.03	868,909.47
Debt Service 2013	152,234.33	0.00	0.00	195.93	152,430.26
Debt Service 2013A	2,956.54	0.00	0.00	3.77	2,960.31
Debt Service 2015	3,603,992.74	0.00	0.00	4,639.00	3,608,631.74
Debt Service 2016A	1,861,259.02	0.00	0.00	2,395.76	1,863,654.78
Debt Service 2016B	492,578.85	0.00	0.00	633.99	493,212.84
Debt Service 2017	1,702,632.05	0.00	0.00	2,191.59	1,704,823.64
Debt Service 2017 Capitalized Interest	2,030,633.56	0.00	0.00	2,613.82	2,033,247.38
Capital Projects 2017	3,706,414.25	0.00	189,747.00	4,585.34	3,521,252.59
Debt Service 2018	4,689,251.20	0.00	0.00	6,035.92	4,695,287.12
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,094.86	0.00	0.00	6.47	5,101.33
Workers' Comp	731,475.02	0.00	0.00	928.78	732,403.80
Property Tax Fund	32,633.33	0.00	0.00	41.44	32,674.77
General Fund	2,625,996.71	0.00	0.00	3,334.30	2,629,331.01
Food Service Fund	91,823.50	0.00	0.00	116.59	91,940.09
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	710.96	0.00	0.00	0.90	711.86
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	389.74	0.00	0.00	0.49	390.23
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.50	0.00	0.00	0.06	43.56
Capital Projects 2014B	17.27	0.00	0.00	0.02	17.29
Capital Projects 2015	2,166,131.60	0.00	0.00	2,750.40	2,168,882.00
Debt Service Series 2015	1,912,814.89	0.00	0.00	2,428.76	1,915,243.65
Capital Projects 2017	9,714,597.57	0.00	0.00	12,334.91	9,726,932.48
MBIA Texas CLASS Fund					
General Account	15,690,499.45	0.00	0.00	23,314.49	15,713,813.94
Capital Project Series 1998	924.83	0.00	0.00	1.36	926.19
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	7,364,234.66	0.00	503,369.37	10,379.33	6,871,244.62
Debt Service 2015	963,157.82	0.00	0.00	1,431.15	964,588.97
Capital Projects 2017	25,246,644.41	0.00	0.00	32,178.45	25,278,822.86
TEXTAR					
Capital Projects Series 2007	754.08	0.00	0.00	0.95	755.03
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	982,811.43	0.00	0.00	1,251.64	984,063.07
Debt Service Series 2012A	40.48	0.00	0.00	0.02	40.50
Debt Service Series 2012B	1.64	0.00	0.00	0.00	1.64
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	0.74	0.00	0.00	0.00	0.74
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,349,208.10	0.00	0.00	4,265.36	3,353,473.46
Capital Projects 2015	34,122,466.96	0.00	3,861,688.02	41,926.71	30,302,705.65
Capital Projects 2017	22,924,298.75	0.00	71,251.95	29,166.92	22,882,213.72
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,021,049.83	0.00	0.00	1,297.26	1,022,347.09
Capital Projects Series 2008	143.00	0.00	0.00	0.18	143.18
Capital Projects Series 2012A	57.42	0.00	0.00	0.07	57.49
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,265,909.32	0.00	0.00	2,878.87	2,268,788.19
Debt Service 2015	136,799.26	0.00	0.00	173.81	136,973.07
Capital Projects 2015	15,389,510.27	0.00	0.00	19,552.63	15,409,062.90
Capital Projects 2017	25,249,620.22	0.00	0.00	32,080.06	25,281,700.28

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.52	\$202,924.77
LONE STAR ACCOUNT INTEREST	1.50	\$21,943.12
MBIA TEXAS CLASS ACCOUNT INTEREST	1.75	\$67,304.78
TEXTAR ACCOUNT INTEREST	1.50	\$76,611.60
TEXAS TERM/DAILY ACCOUNT INTEREST	1.50	\$55,982.88
TOTAL CURRENT MONTH EARNINGS		\$424,767.15
EARNINGS 9-01-17 THRU 2-28-18		\$1,726,161.24
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$2,150,928.39

**CONSIDER APPROVAL OF MUNICIPAL ADVISORY
AND CONTINUING DISCLOSURE SERVICES**

RECOMMENDATION:

That the Board of Trustees approve Post Oak Municipal Advisors LLC for municipal advisory and continuing disclosure services for a five-year period beginning April 19, 2018 with automatic one-year renewals unless terminated by the District or the Firm, and authorize the Superintendent to execute the contract.

IMPACT/RATIONALE:

On November 7, 2017, a bond election totaling approximately \$445 million was approved by a majority of the District's voters. It is anticipated that the District will sell roughly \$300 million of this authorization to fund construction projects over the next three years. Based on the District's need for the specialized services to market these bonds and its prior experience with the professional staff of the firm, Administration is recommending that Post Oak Municipal Advisors LLC provide municipal advisory and continuing disclosure services to the District. The engagement letter attached outlines the terms of service and separate fee structures for municipal advisory services and continuing disclosure services. Municipal advisory service fees are computed on a sliding scale based on the par amount of bonds sold. Continuing disclosure service fees are variable flat fees based on the variety of actual services performed.

BACKGROUND INFORMATION:


Municipal advisory services typically include the following:

- Act as the District's independent Municipal Adviser,
- Assist in planning and structuring the district's debt obligation(s),
- Provide financial advice on bond matters and related proceedings,
- Assist in the preparation and review all debt obligation documents necessary or appropriate for the authorization, issuance, sale and delivery of debt obligations,
- Advise on legal use of bond proceeds and the legal investment thereof,
- Advise the District on matters relating to compliance with federal regulations or state laws, and
- Provide other services as needed.

Continuing disclosure services relate to the District's legal requirement to prepare and distribute (disclose) to the investing public, on an annual basis or when material events occur, certain information determined by the Securities and Exchange Commission. This information includes general financial, demographic, and operating data, as well as detailed information on all outstanding debt obligations of the District. The District must also disclose any significant issues or proceedings regarding any bonds outstanding.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

MUNICIPAL ADVISOR ENGAGEMENT LETTER

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

POST OAK MUNICIPAL ADVISORS LLC (“Municipal Advisor”) appreciates the opportunity to serve as municipal advisor to **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

(a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities (“Issues”) set forth in **Appendix A** (the “Scope of Services”).

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, or accounting advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

(d) **Continuing Disclosure Services.** In addition to the services provided in Appendix A, Municipal Advisor will provide Continuing Disclosure Services to Client as set forth in **Appendix C** (“Continuing Disclosure Agreement”) hereto.

2. **Municipal Advisor's Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term of this Engagement.** This Agreement shall become effective on the date executed by the Client, and unless terminated by either party, this Agreement will remain in effect for a period of five (5) years from the effective date. Unless Municipal Advisor or Client notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the effective date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. **Compensation.**

- (a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto. In addition, Municipal Advisor will also be compensated for Continuing Disclosure Services as provided in **Appendix C** ("Continuing Disclosure Agreement") hereto.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue [or Product] or otherwise relating to the tax treatment of any Issue [or Product], or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. **Required Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

6. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

7. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of Texas.

8. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

9. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

10. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

11. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

C. TERRELL PALMER, PRESIDENT, POST OAK MUNICIPAL ADVISORS LLC

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

14. **Additional Certifications.** I, on behalf of Post Oak Municipal Advisors LLC (the "Business Organization"), represent that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, none of the Business Organization, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Business Organization (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

I, on behalf of the Business Organization, represent that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, none of the Business Organization, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Business Organization is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

POST OAK MUNICIPAL ADVISORS LLC

By: _____
C. Terrell Palmer
President

Date: _____

ACCEPTED AND AGREED:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A – SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to Client's new and outstanding issues of bonds issued or outstanding during the term of this Agreement (the "Issue(s)"). The Scope of Services shall also include activities during the term of this Agreement. In addition, Municipal Advisor is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) described in this Appendix A.

Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue(s) [or Product(s)] in carrying out this engagement, as directed by Client:

- A. **New Issues.** Provide some or all of the following services with respect to Client's new Issue(s):
1. Evaluate options or alternatives with respect to the proposed new Issue
 2. Review recommendations made by other parties to Client with respect to the new Issue
 3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
 4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
 5. Assist Client in establishing a plan of financing
 6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
 7. Prepare the financing schedule
 8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
 9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
 10. Attend meetings of Client's governing body, as requested
 11. Advise Client on the manner of sale of the Issue
 12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
 13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
 14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
 15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
 16. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
 17. In a negotiated sale, assist Client in the selection of underwriters
 18. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
 19. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
 20. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
 21. Review required underwriter disclosures to Client
 22. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
 23. Respond to questions from bidders, underwriters or potential investors

24. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
 25. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
 26. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
 27. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
 28. Provide such other usual and customary financial advisory services as may be requested by Client
- B. **Outstanding or Potential Issues.** Provide some or all of the following services with respect to Client's outstanding Issue(s):
1. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
 2. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
 3. Review recommendations made by other parties to Client with respect to outstanding Issue(s)
 4. Evaluate options or alternatives for Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to Client for potential financings
 5. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client's outstanding Issue(s)
 6. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
 7. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
 8. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
 9. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)
- C. **Products.** Provide some or all of the following services with respect to Client's Product(s) relating to its Issue(s):
1. Advise Client on the investment of proceeds of Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)
 2. Advise Client on municipal derivatives

**APPENDIX B –
COMPENSATION**

Fees for the services provided by Municipal Advisor to Client under this Agreement and the manner for payment of expenses incurred by Municipal Advisor in the course of performing its services are as set forth below:

\$9,000		for the first	\$ 1,000,000	of bonds issued
plus \$1.50	per \$1,000	for the next	\$ 9,000,000	of bonds issued
plus \$1.00	per \$1,000	for the next	\$14,000,000	of bonds issued
plus \$0.50	per \$1,000	thereafter		

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

Municipal Advisor will be paid \$15,000 for each remarketing or reissuance of any variable rate series or issue.

The payment of charges for municipal advisory services shall be contingent upon the delivery of the bonds and shall be due at the time that bonds are delivered.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Client.

The Client shall be responsible for the following expenses, if and when applicable, whether they are charged to the Client directly as expenses or charged to the Client by Municipal Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- PSF application fees
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that Municipal Advisor has assumed on behalf of the Client shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Municipal Advisor.

APPENDIX C – CONTINUING DISCLOSURE AGREEMENT

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), Client has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

Client has agreed to engage Municipal Advisor to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in Client's undertakings, the Rule and in Subsection 2c. below.

The parties agree as follows:

- I. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Municipal Advisor agrees to perform the following in connection with providing services relating to the Client's continuing disclosure obligations:
 - a. assist Client in compiling data determined or selected by Client to be disclosed;
 - b. assist Client in identifying other information to be considered by Client for continuing disclosure reporting purposes;
 - c. assist Client in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and notices concerning the occurrence of the specified Events and other items listed below:
 - 1) Principal and interest payment delinquencies
 - 2) Non-payment related defaults
 - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
 - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
 - 5) Substitution of credit or liquidity providers, or their failure to perform
 - 6) Adverse tax opinions or events affecting the tax-exempt status of the security
 - 7) Modifications to rights of security holders
 - 8) Bond calls
 - 9) Defeasances
 - 10) Release, substitution, or sale of property securing repayment of the securities
 - 11) Rating changes
 - 12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Client
 - 13) Tender offers
 - 14) Bankruptcy, insolvency, receivership or similar proceeding
 - 15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
 - 16) Appointment of a successor or additional trustee or the change of the name of a

trustee

17) Noncompliance with the Rule

- d. assist Client in distributing or filing, in the Client's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is the Municipal Securities Rulemaking Board ("MSRB"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by Client's continuing disclosure obligations.
- e. provide to Client confirmation of distribution or dissemination of reports and notices.

3. Client acknowledges and agrees to the following:

- a. Municipal Advisor will be compensated for the performance of services with respect to assisting Client with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:
 - 1) \$1,500 per year for assistance in distribution of audited annual financial statements, if Client is not exempt from filing with the SID and/or NRMSIR or
 - 2) \$3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Client is not exempt from filing reports with the SID and NRMSIR, plus
 - 3) \$100 minimum fee for assistance in preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule.
 - 4) For services rendered with regard to continuing disclosure, the fee is \$3,500 for the annual compliance filing; however, the fee will be waived if the District issues bonds within the twelve (12) months prior to the filing date.
- b. Client will provide to Municipal Advisor and Municipal Advisor shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Client's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.
- c. Client will provide to Municipal Advisor, and Municipal Advisor shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which Client has a continuing disclosure obligation.
- d. Client will provide to Municipal Advisor all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Client, no later than 45 days prior to the date on which each Annual Report is due.
- e. Client will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
- f. Client will notify Municipal Advisor immediately upon the occurrence or immediately

upon the Client's knowledge of the occurrence of each Event or noncompliance with the Rule, and Client will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

- g. Client shall have the sole responsibility for determining the disclosure to be made in all cases. Client shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Client's behalf, unless Client has notified Municipal Advisor otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Client and Municipal Advisor regarding the disclosure to be made, either Client or Municipal Advisor may, but neither is obligated to, terminate this Agreement by written notice to the other party.
 - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of Client.
 - i. Client will inform Municipal Advisor of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
- 4. In the event that Municipal Advisor and Client determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) Client may consult with its counsel, or (ii) Client may authorize Municipal Advisor to seek legal advice from independent counsel regarding the disclosure. Client agrees that it shall be responsible for the fees and expenses of its own counsel. Client agrees to reimburse Municipal Advisor the fees and expenses of independent counsel if paid by Municipal Advisor, for advice rendered pursuant to authorization by Client.
- 5. Client agrees to hold harmless and to indemnify Municipal Advisor and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses) which Municipal Advisor may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs, and expenses result directly from Municipal Advisor's willful misconduct or gross negligence in the distribution of such information.
- 6. In order to provide for just and equitable contribution, if a claim for indemnification pursuant to the foregoing indemnification provision is made, but it is determined in an appropriate proceeding that such indemnification may not be enforced, even though the express provisions hereof provide for indemnification in such case, then Client, on the one hand, and Municipal Advisor, on the other hand, shall contribute to the claims, damages, losses, liabilities, costs and expenses to which Municipal Advisor may be subject in accordance with the relative benefits received by Client, on the one hand, and Municipal Advisor, on the other hand, and also the relative fault of Client, on the one hand, and Municipal Advisor, on the other hand, in connection with the acts or omissions which resulted in such claims, damages, losses, liabilities, costs or expenses; and relevant equitable considerations shall also be considered. Notwithstanding the foregoing, Municipal Advisor shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Municipal Advisor pursuant to this Agreement.
- 7. The fees and expenses due to Municipal Advisor in providing continuing disclosure services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year of service will be invoiced and be payable upon acceptance of this Agreement.

In addition, Client agrees to reimburse Municipal Advisor for the following expenses: (i) legal fees and expenses of counsel incurred by Municipal Advisor pursuant to the terms of Section 4 above, and (ii) other out-of-pocket expenses reasonably incurred by Municipal Advisor in performing its obligations hereunder. Client shall remit payment for expenses to Municipal Advisor within 30 days of receipt of invoice.

8. The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement if such bonds are subject to the continuing disclosure requirements. In this connection, Client agrees that Client will notify Municipal Advisor of any municipal bonds and financing (including financing lease obligations) issued by Client during any fiscal year of Client during the term of this Agreement and will provide Municipal Advisor with such information as shall be necessary in order for Municipal Advisor to perform the services contracted for hereunder.
9. In the event of a termination, it is understood and agreed that only the amounts due to Municipal Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Municipal Advisor by Client shall be returned to Client as soon as practical and reasonable. In addition, the parties hereto agree that upon termination of this Agreement, Municipal Advisor shall have no continuing obligation to Client regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either Client or Municipal Advisor under this Section 8, pursuant to Subsection 3.g., or otherwise.

Provision or Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Jill Ludwig
Chief Financial Officer
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX. 77471
832-223-0150
ludwig@lcisd.org

and

Post Oak Municipal Advisors, LLC
Terrell Palmer
President
713-328-0990
tpalmer@postoakma.com

**DISCLOSURE STATEMENT
OF
MUNICIPAL ADVISOR**

This Disclosure Statement is provided by **POST OAK MUNICIPAL ADVISORS LLC** (“Municipal Advisor”) to **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (the “Client”) in connection with the Municipal Advisor Engagement Letter dated _____ (the “Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their client disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor’s conflicts: with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Municipal Advisor’s ability to fulfill its regulatory duties to Client.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their client certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system. For purposes of accessing reports, Municipal Advisor's CRD number is 1691974.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated:

**CONSIDER APPROVAL TO FUND PROJECTS WITH
2011 BOND PROGRAM AVAILABLE FUNDS**

RECOMMENDATION:

That the Board of Trustees approve the purchase of up to eight (8) fully-equipped police vehicles at an amount not to exceed \$425,000, to be funded with proceeds remaining from the 2011 bond program.

IMPACT/RATIONALE:

Because both the election and issuance orders, as well as the scope of the bond program referenced above encompass this type of purchase, Administration is requesting to fund these significant capital expenditures utilizing the available funds.

The eight vehicles will be utilized to replace worn and obsolete vehicles and expand the fleet as officers are added over the next several years.

PROGRAM DESCRIPTION:

The transfer of funds for use in this manner will exhaust a substantial amount of residual funds of the 2011 bond program.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Mike Rockwood, Chief of Staff

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF INDEPENDENT AUDITORS
FOR THE 2017-2018 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider approval of the engagement of the certified public accounting firm of Whitley Penn, LLP as the District’s independent auditors for the 2017-2018 school year.

IMPACT/RATIONALE:

As a result of a competitive proposal process for independent auditing services conducted during the 2009-2010 fiscal year, Whitley Penn LLP, formerly Null-Lairson, P.C., was recommended by the Financial Audit Committee. The selection was based on qualifications, fees, and other weighted criteria including estimated costs in future years. Due to the expertise and professional services delivered by the firm, administration requested, and the firm provided, a one-year renewal engagement letter at an estimated fee of \$69,200. Fees incurred for the past three years are as follows:

<u>YEAR</u>	<u>ACTUAL</u>
2016-2017	\$65,900
2015-2016	\$64,500
2014-2015	\$64,500

With the continual implementation of new governmental auditing standards and requirements, the auditor’s service obligations are extensive. Upon review of a recent comparison of audit fees paid by surrounding districts, the fee offered is very competitive for the services rendered.

We have been very pleased with the level of service provided by the auditors in the past, and fully expect comparable service in the future.

PROGRAM DESCRIPTION:

If approved, Whitley Penn, LLP would serve as the District’s independent auditors for the 2017-2018 school year and would conduct the annual audit as required by the Texas Education Agency. A copy of the engagement letter is attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

April 9, 2018

To the Board of Trustees and Management
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lamar Consolidated Independent School District (the "District"), as of August 31, 2018 and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. In addition, we will audit the District's compliance over major federal award programs for the period ended August 31, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District's major federal award programs.

Accounting principles generally accepted in the United States of America require that *the management's discussion and analysis* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Pension System Information

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and individual nonmajor fund financial statements
- 2) Texas Education Agency Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with the Uniform Guidance. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the Uniform Guidance as it related to each of the major federal awards upon completion of our audit.

Audit of Major Program Compliance

Our audit of the District's major federal program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major federal programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the District complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
13. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July 2018
Perform year-end audit procedures	December 2018
Issue audit reports	January 2018

We anticipate meeting these deadlines barring any delays.

Christopher Breaux, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$69,200. Additionally, should the Administration request, we will assist with the preparation of the comprehensive annual financial report for an additional fee not to exceed \$20,000 and contingent on the number of hours expended by staff. The fee estimate for the audit is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The Organization's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the applicable regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the financial statements and full accrual entries.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Lamar Consolidated Independent School District by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



SYSTEM REVIEW REPORT

June 25, 2015

To the Partners of Whitley Penn LLP and the
National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (Service Organization Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd.

A handwritten signature in black ink that reads "Olsen Thielen + Co., Ltd." in a cursive style.

**CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS ALLOTMENT AND
TEKS CERTIFICATION FOR 2018-2019**

RECOMMENDATION:

That the Board of Trustees consider approval of the Instructional Materials Allotment and TEKS Certification for the 2018-2019 school year.

IMPACT/RATIONALE:

The 2018-2019 Instructional Materials Allotment (IMA) and TEKS Certification verify that Lamar CISD has instructional materials covering all elements of the Texas Essential Knowledge and Skills of the required curriculum for each grade level, except for physical education, as required in the Texas Education Code (TEC) Section 28.002. It also confirms that the District will use the IMA only for expenses allowed by the TEC Section 31.0211.

Administration has compiled and will retain on file the TEKS Certification Forms verified by each Curriculum Specialist as proof that each subject area and grade level conform 100% to the TEKS. Attached is the certification form required to be filed with the Texas Education Agency.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Valerie Vogt, Chief Academic Officer
 Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

Allotment and TEKS Certification, 2018-19

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That this district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
2) That for the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
3) That, upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's IMA (TEC §31.101).

Table with 2 columns: Certified (checkbox) and Grade Level / Subject Area (checkbox). Rows include Kindergarten through Grade 12 and various subject areas like Career & Technical Education, English Language Arts, etc.

Signature of Superintendent
Signature

Signatures of Board President and Secretary or Governing Board Officers
Board President
Board Secretary

Scan the signed certification document and email it to instructional.materials@tea.texas.gov with the following subject line: [your district] certification (ex: Anywhere ISD certification)

Email to instructional.materials@tea.texas.gov

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PUBLIC SCHOOL PARAPROFESSIONALS' DAY**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 9, 2018 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

HB 108 designated the second Wednesday in May as Paraprofessionals' Day to recognize teacher aides and other assistants for their contribution to schools. Therefore, May 9, 2018 is proclaimed across Texas as Public School Paraprofessionals' Day.

Public School Paraprofessionals are valuable members of educational teams, contributing in many ways beyond their most recognizable functions. Their assistance is vital in classrooms, gymnasiums, libraries, with special education students and more.

Public School Paraprofessionals also assist school personnel as trusted communicators with parents and community members. Their connection to the community aids in communication and fosters positive public relations.

Submitted by: Mike Rockwood, Chief of Staff

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **public school paraprofessionals** are valuable members of educational teams in classrooms, gymnasiums, libraries, with special education students and more; and

WHEREAS, **public school paraprofessionals** contribute in many ways beyond their most recognizable functions; and

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

WHEREAS, **public school paraprofessionals** serve our educational community by providing support for students and staff; and

WHEREAS, **public school paraprofessionals** assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, the connection of **public school paraprofessionals** to the community aids in communication and positive public relations within the community,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares May 9, 2018 as **Public School Paraprofessionals' Day** and encourages all members of our staff and community to express appreciation to our public school paraprofessionals.

Adopted this 19th day of April 2018.



James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION
PROCLAIMING SCHOOL NURSES' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 6 – 12, 2018 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Professional nurses are valuable members of educational teams in Lamar CISD schools. Nurses contribute to the health of students in many ways beyond their most recognizable function as registered health care providers. School nurses also serve as advocates for students by lending a perspective regarding individual health needs and their assistance is particularly important in cases where students' illnesses hinder their ability to learn.

School nurses assist school personnel as trusted communicators with parents regarding sensitive health topics. Their connection to the health-care system adds credibility in addressing topics such as prevention of drug use, child abuse, suicide, school-age pregnancy and sexually transmitted diseases.

School nurses also serve as health educators, providing counseling and support for students and teachers. They are important resource persons in processes of curriculum development, textbook selection and review of instructional materials, in which accuracy of information is highly important.

Submitted by: Mike Rockwood, Chief of Staff

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **school nurses** play a critical role in the educational process through involvement in the prevention of illness and the early detection and correction of health problems; and

WHEREAS, **school nurses** must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

WHEREAS, **school nurses** serve the multiple roles of health educator and health counselor to children and families, resource person to classroom teachers and administrators, child advocate in times of crisis and liaison among home, school and community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of May 6 – 12, 2018 as **School Nurses' Week**, and encourages all members of our staff and community to express appreciation to our school nurses.

Adopted this 19th day of April 2018.



James Steenbergen, President

Kay Danziger, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 7 – 11, 2018 as Teacher Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

May 7 – 11, 2018 is proclaimed as the National Teacher Appreciation Week. This special designation serves as a reminder to the public and recognizes the importance of a teacher's ability to mold our future citizens through their guidance and education.

Today's teachers encounter students of widely differing backgrounds and abilities and use many different teaching strategies to meet the needs of each student. Our society expects public education to provide quality education services to all children, regardless of their background or ability.

Our country's future depends on the education our youth receive today. Teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service.

Submitted by: Mike Rockwood, Chief of Staff

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, today's teachers mold our future citizens through their guidance and education; and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities; and

WHEREAS, our society expects public education to provide quality education services to all children, no matter what their background or ability; and

WHEREAS, our country's future depends on the education our youth receive today; and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students, and performing community service; and

WHEREAS, our community recognizes that its teachers are providing quality educational services to our children;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 7 – 11, 2018** as **Teacher Appreciation Week** and calls on the community to join with us in personally expressing appreciation to our teachers for a job well done.

Adopted this 19th day of April 2018.

James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE SERVICE
FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for Culver Elementary School in the amount of \$109,680 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for Culver Elementary School.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Houston
 604 Spring Hill Drive, Suite 100
 Spring, Texas 77386
 Tel: 281-873-7084
 Fax: 281-872-6309
 eabhouston@eabcoinc.com
 www.eabcoinc.com

Proposal No. 2180081-1-2

TO: Lamar CISD
 4907 Avenue I Rosenberg, Texas
 77471

RE: Lamar CISD Thomas R.
 Culver, III Elementary School

ATTENTION: Kevin McKeever

DATE: March 23, 2018

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans dated January 17, 2018 (Issue for Bid), January 26, 2017 (Add. 1), February 2, 2018 (Add. 2), February 12, 2018 (Add. 3), February 16, 2018 (Add. 4), February 19, 2018 (Add. 5) and Specification Section 23 05 93 and 23 05 94 entitled "Testing, Balancing and Adjusting (TAB) of Environmental Systems and Coordination of Testing and Balancing."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 78,100.00
2.	Control Sequence Verification	\$ 22,000.00
3.	Field Document Preparation	\$ 3,845.00
4.	Final Report Preparation.....	<u>\$ 5,735.00</u>
TOTAL PRICE FOR THE ABOVE SERVICES		\$ 109,680.00

Clarifications & Exclusions

1. *Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.*
2. *This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).*

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.



Gar Conaway
Sales Manager

Please return this quote with your signature of approval.

James Steenbergen - Board President

Date of Acceptance

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**CONSIDER APPROVAL OF HVAC TEST AND BALANCE SERVICE
FOR FULSHEAR HIGH SCHOOL SHELL SPACE**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for Fulshear High School shell space in the amount of \$24,455 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for Fulshear High School shell space.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Houston
 604 Spring Hill Drive, Suite 100
 Spring, Texas 77386
 Tel: 281-873-7084
 Fax: 281-872-6309
 eabhouston@eabcoinc.com
 www.eabcoinc.com

Proposal No. 2180078-1-2

TO: Lamar CISD
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Churchill
 Fulshear High School Shell
 Space Buildout

ATTENTION: Kevin McKeever

DATE: March 22, 2018

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans (Issue for Proposal) dated January 24, 2018 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards.....	\$ 17,485.00
2.	Control Sequence Verification	\$ 4,800.00
3.	Field Document Preparation	\$ 890.00
4.	Final Report Preparation.....	\$ <u>1,280.00</u>
TOTAL PRICE FOR THE ABOVE SERVICES		\$ 24,455.00

Clarifications & Exclusions

1. *Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.*
2. *This proposal is based on a single phased project.*
3. *This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).*

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.



Gar Conaway
Sales Manager

Please return this quote with your signature of approval.

James Steenbergen - Board President

Date of Acceptance

G:\BIDS BY YEAR\2018 Bids\2180078 Lamar CISD Churchill Fulshear Jr. High School Shell Space Buildout\BILLING\2180078-1-2 Proposal.doc

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE SERVICE
FOR ROBERTS MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for Roberts Middle School in the amount of \$95,515 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for Roberts Middle School.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Houston
 604 Spring Hill Drive, Suite 100
 Spring, Texas 77386
 Tel: 281-873-7084
 Fax: 281-872-6309
 eabhouston@eabcoinc.com
 www.eabcoinc.com

Proposal No. 2180077-1-2

TO: Lamar CISD
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD James W. Roberts
 Middle School

ATTENTION: Kevin McKeever

DATE: March 21, 2018

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans dated January 24, 2018 (Issue for Proposal), February 1, 2018 (Addendum No. 1), February 15, 2018 (Addendum No. 2), March 1, 2018 (Addendum No. 3), March 4, 2018 (Addendum No. 4) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 68,245.00
2.	Control Sequence Verification & Sensor Calibration Verification	\$ 19,000.00
3.	Field Document Preparation	\$ 3,320.00
4.	Final Report Preparation	\$ 4,950.00
TOTAL PRICE FOR THE ABOVE SERVICES		\$ 95,515.00

Exclusions:

1. *This Proposal includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses.*
2. *Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.*
3. *This proposal is based on a single phased project.*
4. *This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).*

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.



Gar Conaway
Sales Manager

Please return this quote with your signature of approval.

James Steenbergen - Board President

Date of Acceptance

G:\BIDS BY YEAR\2018 Bids\2180077 Lamar CISD James W. Roberts Middle School\BILLING\2180077-1-2 Proposal.doc

CONSIDER APPROVAL OF CSP #06-2018VRG FOR ROBERTS MIDDLE SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Drymalla Construction Company for the construction of Roberts Middle School in the amount of \$19,480,510 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposals #06-2018VRG were solicited for the construction of Roberts Middle School. Nine (9) proposals were received on March 8, 2018. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and PBK Architects recommend the contract be awarded to the highest ranked firm, Drymalla Construction Company.

This project is funded by 2014 available bond funds.

PROGRAM DESCRIPTION:

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

The base bid and selected alternates are identified on the attached Bid Tabulation. Upon approval, contracts will be prepared for execution and Drymalla Construction Company will begin construction of Roberts Middle School.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

James W. Roberts Middle School

CSP #06-2018VRG

Contractor Evaluation

March 26, 2018

Vendor	Purchase Price	Purchase Price	Reputation of the vendor and of the vendor's goods or services	Quality of vendor's goods or services	Extent to which the goods or services meet the districts needs	Vendor's past relationship with the District	Proposed Team offers experience and knowledge base of the project	Ability to service our accounts with proper staff and insurance requirements	Safety Record	Total Score	Firm's Ranking Order
		20 Points Max	15 Points Max	10 Points Max	15 Points Max	5 Points Max	15 Points Max	10 Points Max	10 Points Max		
Bass	\$ 19,957,000.00	19.45	13.00	8.30	12.30	4.00	11.00	10.00	6.00	84.05	3
Cadence McShane	\$ 19,902,133.00	19.50	12.00	7.80	13.20	3.10	12.10	10.00	8.00	85.70	2
CA Walker	\$ 22,383,000.00	17.34	8.00	6.60	11.90	3.40	11.50	10.00	4.00	72.74	8
Drymalla	\$ 19,833,000.00	19.57	15.00	9.90	14.90	5.00	14.20	10.00	8.00	96.57	1
Gamma	\$ 20,288,000.00	19.13	10.00	7.80	8.60	2.60	12.40	10.00	6.00	76.53	6
ICI	\$ 19,645,000.00	19.76	12.00	8.20	7.90	3.00	11.30	0.00	6.00	68.16	9
Patriot	\$ 21,194,000.00	18.31	6.00	7.40	10.90	2.40	11.10	10.00	8.00	74.11	7
Sterling	\$ 20,193,900.00	19.22	10.00	8.40	12.00	3.40	12.20	10.00	8.00	83.22	4
Webber	\$ 19,408,000.00	20.00	8.00	8.50	10.80	2.60	10.70	10.00	8.00	78.60	5

James W. Roberts Middle School
CSP # 06-2018VRG Bid Tabulation
March 8, 2018

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	Bidder 1	Bidder 2	Bidder 3	Bidder 4		Bidder 5	Bidder 6	Bidder 7	Bidder 8	Bidder 9
	Bass	CA Walker	Cadance McShane	Drymalla	Drymalla Post Bid Addendum	Gama	ICI	Patriot	Sterling	Webber
Base Bid	\$19,387,000	\$21,900,000	\$19,600,013	\$19,612,000	\$19,612,000	\$19,778,000	\$19,125,000	\$20,600,000	\$19,587,000	\$18,900,000
Alternate 1A - DDC by ALC	\$350,000	\$290,000	\$200,200	\$0	\$0	\$340,000	\$310,000	\$337,000	\$333,000	\$325,000
Alternate 1B - DDC by JCI	\$290,000	\$233,000	\$140,800	(\$72,000)		\$310,000	\$211,000	\$293,000	\$295,000	\$228,000
Alternate 1C - DDC by Siemens	\$330,000	\$271,000	\$167,800	(\$40,500)		\$326,000	\$277,000	\$330,000	\$339,000	\$288,000
Alternate 2A - Chillers by Quantech	\$350,000	\$307,000	\$210,000	\$330,000		\$288,000	\$360,000	\$300,000	\$311,900	\$377,000
Alternate 2B - Chillers by Carrier	\$330,000	\$260,000	\$184,400	\$348,600		\$221,000	\$362,000	\$311,000	\$322,400	\$306,000
Alternate 2C - Chillers by JCI	\$280,000	\$250,000	\$161,320	\$293,000	\$293,000	\$200,000	\$309,000	\$301,000	\$311,900	\$280,000
Alternate 2D - Chillers by Trane	\$310,000	\$250,000	\$189,400	\$336,000		\$210,000	\$350,000	\$311,000	\$322,400	\$294,000
Alternate 3 - UVC Emitters	\$30,000	\$23,000	\$27,000	\$30,450		\$24,000	\$33,000	\$24,000	\$23,900	\$26,000
Post Bid Addendum					(\$424,490)					
Base Bid +Alt #1A (ALC), 2C	\$20,017,000	\$22,440,000	\$19,961,533	\$19,905,000	\$19,480,510	\$20,318,000	\$19,744,000	\$21,238,000	\$20,231,900	\$19,505,000
					AWARD					

**CONSIDER APPROVAL OF MATERIALS TESTING
FOR ROBERTS MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for Roberts Middle School in the total amount of \$114,967 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the construction of Roberts Middle School.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 16, 2018

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

Subject: Proposal for Construction Materials Testing Services
LCISD James W. Roberts Middle School
Bois D'Arc and FM 1093, Fulshear, Texas
Terracon Proposal P92171579- Rev. 1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at Bois D'Arc and FM 1093 in Fulshear, Texas. The project involves the construction of a one to two-story middle school with an approximate footprint of 95,000 sf. The building foundation will consist of a structural slab with drilled and underreamed piers. The superstructure will consist of a structural steel one to two-story building with slab on deck and masonry walls. In addition, civil work includes water, sanitary, and storm sewer utilities with site paving (6, 7, and 8 inch thick) supported by 6 inches of stabilized subgrade.

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

- Terracon Consultants Geotechnical Report 92175445 dated October 20, 2017
- 75% Drawings prepared by PBK dated September 19, 2017



Proposal for Construction Materials Testing Services

Lamar Consolidated ISD Roberts Middle School

Bois D'Arc and FM 1093, Fulshear, TX

March 16, 2018 • Terracon Proposal No. P92171579-Rev. 1



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

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

Earthwork:

1. Sample building pad subgrade, natural site materials, cement stabilized sand, treated pavement subgrade, utility backfill, and base. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558, and ASTM D1557).
2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
3. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
4. Observe the chemical treatment process for the pavement subgrade.
5. Perform field gradation tests of treated subgrade.
6. Measure the depth of treated subgrade using phenolphthalein.
7. Observe proofrolling operations of the building pad subgrade and pavement subgrades; and perform density tests of the building pad subgrade, cement stabilized sand, treated pavement subgrade, utility backfill, and base using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum and document the approximate shear strength of the soil.

3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards of structural concrete and every 125 cubic yards of paving, sidewalks, and area paving. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Four 6" x 12" concrete cylinders per set will be prepared for strength testing (1 for 7-day, 2 for 28-days and 1 for 56 days). If 4" x 8" cylinders are used, a set of 5 will be cast (1 for 7 days, 3 for 28 days, and 1 for 56 days)
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Spray-Applied Fireproofing Materials:

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

Masonry:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.
5. Observe fabrication of CMU prisms, transport CMU prisms to our laboratory after initial curing, and test for compressive strength.

Structural Steel Welded and Bolted Connections:

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

Project Management/ Administration:

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

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.



Special Inspections Letter:

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

Scheduling Retests:

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

Additional Services:

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

Mechanically Stabilized Earth (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

C) REPORTING

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

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

PROJECT STAFFING AND ADMINISTRATION

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$114,967**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

G) AUTHORIZATION

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

Proposal for Construction Materials Testing Services
Lamar Consolidated ISD Roberts Middle School
Bois D'Arc and FM 1093, Fulshear, TX
March 16, 2018 • Terracon Proposal No. P92171579-Rev. 1



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

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

A handwritten signature in blue ink, appearing to read "Mark D. Wells".

Mark D. Wells, P.E., PMP
Senior Engineer

A handwritten signature in blue ink, appearing to read "Chad C. Gordon".

Chad C. Gordon, P.E.
Materials Services Manager

Attachments:

- (1) Cost Estimate
- (2) Agreement For Services



COST ESTIMATE
LCISD Roberts Middle School
Bois D'Arc and FM 1093, Fulshear, Texas
Terracon Proposal P92171579-Rev. 1

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK				
Field Representative, Regular Hours	280	hours	\$ 46.00	\$ 12,880.00
Field Representative, Overtime Hours	60	hours	\$ 69.00	\$ 4,140.00
Nuclear Density Gauge	90	trip	\$ 60.00	\$ 5,400.00
Lime Determination	2	each	\$ 300.00	\$ 600.00
Moisture Density Relationship	12	each	\$ 165.00	\$ 1,980.00
Atterberg Limits	10	each	\$ 65.00	\$ 650.00
Cement Stabilized Sand	24	each	\$ 60.00	\$ 1,440.00
Vehicle Charge	94	trip	\$ 60.00	\$ 5,640.00
Subtotal, Earthwork				\$ 32,730.00
FOUNDATIONS				
Senior Field Representative, Regular Hours	130	hours	\$ 46.00	\$ 5,980.00
Senior Field Representative, Overtime Hours	40	hours	\$ 69.00	\$ 2,760.00
Concrete Compressive Strength	96	each	\$ 16.00	\$ 1,536.00
Vehicle Charge	18	trip	\$ 60.00	\$ 1,080.00
Sample Pickup (inclusive of labor and vehicle charge)	4	trip	\$ 150.00	\$ 600.00
Subtotal, Foundations				\$ 11,956.00
CAST-IN-PLACE CONCRETE				
Field Representative, Regular Hours	200	hours	\$ 46.00	\$ 9,200.00
Field Representative, Overtime Hours	60	hours	\$ 69.00	\$ 4,140.00
Concrete Compressive Strength	600	each	\$ 16.00	\$ 9,600.00
Vehicle Charge	40	trip	\$ 60.00	\$ 2,400.00
Sample Pickup (inclusive of labor and vehicle charge)	48	trip	\$ 150.00	\$ 7,200.00
Subtotal, Cast-in-Place Concrete				\$ 32,540.00
STRUCTURAL STEEL				
Certified Welding Inspector, Regular Hours	80	hours	\$ 90.00	\$ 7,200.00
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Grout Compressive Strength (sets of 6)	32	each	\$ 35.00	\$ 1,120.00
Vehicle Charge	22	trip	\$ 60.00	\$ 1,320.00
Ultrasonic Equipment	8	trip	\$ 100.00	\$ 800.00
Sample Pickup (inclusive of labor and vehicle charge)	4	trip	\$ 150.00	\$ 600.00
Subtotal, Structural Steel				\$ 11,408.00
FIREPROOFING				
Field Representative, Regular Hours	80	hours	\$ 46.00	\$ 3,680.00
Vehicle Charge	20	trip	\$ 60.00	\$ 1,200.00
Adhesion/Cohesion	50	each	\$ 25.00	\$ 1,250.00
Density	40	each	\$ 30.00	\$ 1,200.00
Subtotal, Fireproofing				\$ 7,330.00



COST ESTIMATE
LCISD Roberts Middle School
Bois D'Arc and FM 1093, Fulshear, Texas
Terracon Proposal P92171579-Rev. 1

MASONRY				
Field Representative, Regular Hours	48	hours	\$ 46.00	\$ 2,208.00
Grout Compressive Strength (sets of 4)	48	each	\$ 35.00	\$ 1,680.00
Vehicle Charge	12	trip	\$ 60.00	\$ 720.00
Sample Pickup (inclusive of labor and vehicle charge)	12	trip	\$ 150.00	\$ 1,800.00
Subtotal, Masonry				\$ 6,408.00
PROJECT MANAGEMENT				
Project Manager & Administration	95	hours	\$ 125.00	\$ 11,875.00
Vehicle Charge	12	trip	\$ 60.00	\$ 720.00
Subtotal, Project Management & Administration				\$ 12,595.00
ESTIMATED COST				\$ 114,967.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Roberts Middle School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/11/17 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is Incorporated into this Agreement).

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

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

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

Consultant: **Terracon Consultants, Inc.**
 By: Mark D Wells Date: **3/16/2018**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: **James Steenbergen / Board President**
 Address: **3911 Avenue I Rosenberg, TX 77471**
 Phone: **(281) 341-0000** Fax: **(281) 341-3129**
 Email: _____

**CONSIDER APPROVAL OF MICRO INTEGRATION VIDEO SURVEILLANCE
INTEGRATION SERVICES AT MULTIPLE PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve Micro Integration for the design review and integration of video surveillance cameras at Carter Elementary, Culver Elementary, Roberts Middle, Maintenance & Operations, Support Services and the Natatoriums at Foster High, Fulshear High, and George Ranch High in the total amount of \$17,000 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

The video surveillance cameras and server network are maintained by Micro Integration & Programming Solutions, Inc. at Lamar CISD. As the video surveillance technology and policy changes periodically, Micro Integration is the technical advisor to consult on final designs and to program each camera into the Lamar CISD server network.

Micro Integration has a current contract #R5231 with TCPN cooperative.

Funds were allocated within the 2014 Bond Budget for each facility.

PROGRAM DESCRIPTION:

Micro Integration will provide final design review of the construction documents issued for construction proposals to ensure design is in compliance with the latest video surveillance policy at Lamar CISD. Upon installation of the video surveillance systems at each construction project, Micro Integration will integrate each camera into the district server they maintain.

Upon approval, the Board President will sign the agreements with Micro Integration.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning
 Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



10801 Hammerly Suite 246

April 9, 2018

Houston, Texas 77043

713-785-4596 Fax 713-785-2276

TCPN # R5231

Proposal for Design Review and Integration of video surveillance cameras for Lamar CISD construction projects.

Design Review:

Review current Lamar CISD video surveillance design requirements for each project and provide update to Program Manager and architects prior to issuing documents for bidding.

Confirm acceptable camera manufactures and types, lens models as well as reviewing appropriate locations for installation in new or existing schools. \$1,500.00 per design.

Camera Integration Software installation and configuration:

Upon project completion, add cameras to video surveillance system software, create client views and modify electronic maps. Add alarms and alerts associated with cameras as necessary.

\$1,000 per campus

Prerequisites: Original Camera Installation Vendor will:

IP Address all cameras to District Standard.

Verify that all Cameras are network attached and reachable from the network.

Focus all Cameras to District satisfaction and will be verified by LCISD Personnel.

Milestone Software License to be included in the installation of the cameras. (This cost is per physical camera and is purchased from Milestone Corp.)

If these prerequisites are NOT met then:

Moving, addressing, and or focusing cameras after 3rd party installation \$100 per physical camera.

XPETDL	XProtect Expert Device License	\$160
Y3XPETDL	Three years Care Plus for XProtect Expert Device License	\$63

Fulshear HS Natatorium

Design Review	\$ 500
Integration into District Server	<u>\$1,000</u>
Total	\$1,500

Foster HS Natatorium

Design Review	\$ 500
Integration into District Server	<u>\$1,000</u>
Total	\$1,500

George Ranch HS Natatorium

Design Review	\$ 500
Integration into District Server	<u>\$1,000</u>
Total	\$1,500

Carter Elementary School

Design Review	\$1,500
Integration into District Server	<u>\$1,000</u>
Total	\$2,500

Maintenance & Operations Building

Design Review	\$1,500
Integration into District Server	<u>\$1,000</u>
Total	\$2,500

Support Services (Purchasing/Warehouse/Food Service/Graphic Arts)

Design Review	\$1,500
Integration into District Server	<u>\$1,000</u>
Total	\$2,500

Culver Elementary School

Design Review	\$1,500
Integration into District Server	<u>\$1,000</u>
Total	\$2,500

Roberts Middle School

Design Review	\$1,500
Integration into District Server	<u>\$1,000</u>
Total	\$2,500

Grand Total **\$17,000**

Accepted:

Mr. James Steenbergen
Board President

 4/9/18

David Patterson, President
Micro Integrations

CONSIDER APPROVAL OF ROOF CONSULTANT CONTRACT

RECOMMENDATION:

That the Board of Trustees approve BEAM Professionals, a PBK Company, for the roof replacement projects at Seguin Early Childhood Center and Austin Elementary School and allow the Board President to execute the contract.

IMPACT/RATIONALE:

On November 7, 2017 a bond referendum was approved that included roof replacement projects for Seguin Early Childhood Center and Austin Elementary School. BEAM Professionals will be compensated based on a fixed fee of six percent (6%) based on final cost of construction. The estimated construction cost for Seguin is \$950,000 and the estimated construction cost for Austin is \$925,000 for a total construction cost of \$1,875,000. BEAM has estimated their fee to be \$112,500. This project will be funded through the general fund pending the authorization of a reimbursement resolution to be presented to the Board at a future meeting.

PROGRAM DESCRIPTION:

Upon approval BEAM Professions will begin construction documents for the roof replacement projects at Seguin Early Childhood Center and Austin Elementary School.

Submitted by: Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

04/05/2018

Lamar Consolidated ISD
Attn: Kevin McKeever
4901 Ave I
Rosenburg, TX 77471



Re: 2018 Fall Reroofing Package

Dear Mr. McKeever,

On behalf of the entire BEAM Professionals team, we would like to thank you for the opportunity to provide comprehensive architectural and consulting services for the 2018 Fall Reroofing Package. Our proposal is based on providing comprehensive Roof Design and Construction Administration services in accordance with the current Architect / Engineer Agreement. The following is a description of how BEAM can offer assistance on this project.

Scope of Work

The project will consist of removal and replacement of all existing roof areas and waterproofing at Juan Seguin Early Childhood Center and Stephen F Austin Elementary School.

Scope of Services

Working in concert with LCISD officials, BEAM will provide comprehensive roof, architectural and engineering services including required design development documentation, construction documentation and construction administration for the campuses.

Construction Administration: The project will be administered in accordance with the construction documents and construction activities of the contractor. Field visits will be documented and Observation Reports executed throughout the construction period by BEAM field representatives. Additionally, BEAM representatives will attend construction progress meetings, execute meeting minutes and communicate regularly with the contractor on behalf of LCISD to maximize quality assurance and quality control.

Project Close-Out: Project close-out documents will be prepared, including Operation & Maintenance Manuals (warranties, maintenance contracts, operating instructions, etc.); certificate of inspection and bonds; documentation required with application of final payment; record drawings; certificate of occupancy as issued by the city building department, etc.

Compensation

Compensation for all services described herein will be based on a fixed fee of six percent (6%) based on final cost of construction. As estimated below the estimated A/E fee will be One hundred twelve thousand five hundred dollars (\$112,500.00). If LCISD should adjust the construction budget, the fee would be adjusted accordingly. Fees would be billed monthly in accordance with work completed as follows:

Construction Documents	50% of Fee
Bidding Phase	5% of Fee
Construction Phase	45% of Fee

Estimated Construction Cost for Juan Seguin Early Childhood Center\$950,000.00
(Includes \$40,000.00 in Unit Price Allowances)

Estimated Construction Cost for Stephen F Austin School\$925,000.00
(Includes \$25,000.00 in Unit Price Allowances)

Total Roof Replacements\$1,875,000.00

Reimbursables

Reimbursables would be limited to state agency review fees (if applicable) and cost of reproduction of documents not to exceed fifteen hundred dollars and zero cents (\$1,500.00) There would be no mark-up on reimbursed items.

Additional Service Fees

There would be no additional services without the prior written authorization of the Owner.

Entire Agreement

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to LCISD by BEAM Professionals and contains all the covenants and agreements between the parties with respect to such transaction in any manner whatsoever. However, if you wish to authorize our services via a separate contract or purchase order, please attach this proposal to said document to become the agreement between us.

Mr. Kevin McKeever
April 5, 2018
Page 3

On behalf of the entire BEAM Professionals team we wish to express our sincere appreciation for allowing BEAM to submit this proposal for your consideration. If all meets with your approval, you may execute this agreement by signing where designated below, retaining one original for your records and returning one signed original to BEAM.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2018.

Kevin McKeever
Lamar Consolidated Independent School District



Peter Saker
Director, BEAM Professionals

cc: *Aaron Morgan*
Rick Blan
Lorin Pargoud
Betty Chapman

**Proposed Project Schedule for:
2018 Fall Reroofing Package
Lamar Consolidated Independent School District**

April 6, 2018

Construction Documents Phase	April 20, 2018 – May 10, 2018
First Advertisement for Competitive Sealed Proposals (Sunday)	May 8, 2018
Release for Competitive Sealed Proposals (Monday)	May 10, 2018
Second Advertisement for Competitive Sealed Proposals (Sunday)	May 13, 2018
Pre-Proposal Conference at 10:00 am (Tuesday)	May 15, 2018
Proposal Submissions at 2:00 p.m.(Thursday)	June 7, 2018
PBK Recommendation Submitted	June 13, 2018
Award Construction Contract by Board	June 21, 2018
Construction to Begin.....	July 2, 2018
Substantial Completion of Project	October 15, 2018*

Night work will occur starting August 28th(Second day of school), No work to occur on first day of school.

**CONSIDER APPROVING DELEGATION OF FINAL AUTHORITY TO THE
SUPERINTENDENT TO EMPLOY CONTRACTUAL EMPLOYEES**

RECOMMENDATION:

That the Board of Trustees delegate final authority to the Superintendent to employ contractual employees for the 2018-2019 school year during the months of May, June, July, and August.

IMPACT/RATIONALE:

Competition with neighboring school districts in the hiring of administrators is heightened during the summer months. Having to wait 30 days for board approval can make a difference in whether a candidate accepts an offer. If the candidate is internal, their approval creates a vacancy that also has to be filled. The delegation of authority would authorize the Superintendent to extend contracts to candidates for positions such as assistant principal, principal, and district level administrators. In 2015 from May to August there were 18 administrative hires. During that same time frame there were 21 administrative hires in 2016 and 28 administrative hires for 2017. As of April 10, 2018 there are 18 projected administrative openings.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: UPDATED MEMORANDUM OF UNDERSTANDING
FOR TEXAS STATE TECHNICAL COLLEGE DUAL ENROLLMENT**

The district's current agreement is outdated and Texas State Technical College (TSTC) has requested that the district sign an updated agreement for 2018-2019. Under the new agreement, in addition to existing dual credit opportunities in Automotive Technology in Lamar CISD, new pathways in Welding, Precision Machining, HVAC, Cyber Security, and Diesel Technology will be available for students at the TSTC Fort Bend campus. As a dual enrollment partner with TSTC, these programs will be available to students at no cost and with transportation provided. These programs will provide additional opportunities for more students to earn college credit and get an early start on postsecondary education.

The Career and Technical Education department has had a working relationship with TSTC since the 2012 school year. TSTC has provided students access to technical dual credit through its dual enrollment programs within Lamar CISD classrooms and now on site at TSTC Fort Bend. It has been successful as it has offered students opportunities to explore high-demand technical programs and continue into postsecondary education.

Resource persons: Leslie Haack, Executive Director of Secondary Education
Joel Garrett, Director of Career and Technical Education

Courses may be delivered utilizing the method mutually determined by TSTC and the High School Partner:

(1) delivered at the high school campus utilizing a certified high school teacher credentialed and employed as a TSTC Dual Enrollment Adjunct Instructor meeting the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria; (2) delivered at the high school campus utilizing a TSTC Instructor; (3) delivered on the TSTC campus utilizing TSTC Instructors; (4) delivered online utilizing a TSTC Instructor. (5) delivered online utilizing a TSTC Dual Enrollment Adjunct Instructor.

Dual enrollment classes not taught on a TSTC campus or during regular class hours may include but are not limited to:

- Online Learning courses: dual credit students participating in classes delivered online by the college are not required to be present on-site to access such instruction. Online classes are accessible at anytime from anywhere a student has a computer and internet access.
- Special technical programs approved to run outside the designated block time
- Courses taught at high school, face-to-face.

ELIGIBLE COURSES

Courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM) adopted by the Texas Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual credit by the applicable instructional department and College Dual Enrollment Office. Remedial or continuing education courses will not be offered for dual credit. TSTC technical dual enrollment pathway courses are designed for students to matriculate to TSTC upon high school graduation for program completion. TSTC courses may also transfer to other institutions.

- a) Each dual enrollment class will be offered based on High School Partner request and will require a minimum of 10 officially enrolled TSTC Dual Enrollment students. Additionally, staffing and facility availability will determine course offering.
- b) The number of courses in a dual credit technical program pathway offered at a High School Partner off-site location/campus will be monitored and approved on a term by term basis by the TSTC Dual Enrollment Office. TSTC must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before implementation, including but not limited to Early College High School and Dual Enrollment programs offered at a high school (**Substantive Change for SACSCOC Accredited Institutions, Policy Statement**).
 - High School Partners wishing to add dual credit course offerings in a technical program pathway must submit a request in writing to the Dual Enrollment Office no later than August 1, 2018, for Academic Year 2019-2020 implementation.
 - High School Partners wishing to add new dual credit technical program pathways to an existing or new off-site high school location must submit their request in writing to the Dual Enrollment Office no later than May 31, 2018, for Academic Year 2019-2020 implementation.



FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION, AND EVALUATION

The College has established an approval process for selecting and/or approving qualified faculty to teach dual credit courses. Faculty applying to teach in the Dual Enrollment Program must meet the credential requirements as stated in the College's [Statewide Operating Standard ES.1.11, Faculty Credentials \(http://www.tstc.edu/governance/es\)](http://www.tstc.edu/governance/es), which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a **completed employment application, curriculum vitae (CV) or resume and transcript copies**) to the Human Resources Department.

The College will ensure that College Faculty requested to teach dual credit courses at the High School Partner sites have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Adjunct Instructor member will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance to the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

The College and the High School Partner will work collaboratively and timely share any and all information necessary in the event of an investigation of a personnel matter.

TSTC Dual Enrollment Adjunct instructors will receive stipend pay according to the number of courses instructed and course start and end dates. The 2018-2019 stipend guideline:

Dual Enrollment Adjunct Stipend	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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High School Partner & Dual Enrollment Adjunct Instructor Expectations:

- a) Dual Enrollment Adjunct Instructors will follow current college procedures to ensure students attending/participating in the course are officially listed on the roster.
- b) Dual Enrollment Adjunct Instructors will submit required reporting documents (such as, submission of mid-term, final grades and validation of rosters). Faculty will participate in annual training as required by the College.
- c) The High School Partner will allow release time from high school duties for Dual Enrollment Adjunct Faculty to attend faculty training required by the College.
- d) In order to ensure instructional needs are met, the High School Partner will notify the College's Dual Enrollment staff of any Dual Enrollment Adjunct Instructor personnel changes sixty (60) days prior to the first day of the dual credit section.

FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT



a) **Facilities**

The High School Partner will work with the College to ensure that the High School Partner's facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner will ensure that College faculty and dual credit students have appropriate access to all available instructional resources and essential technology;
- 2) High School Partner shall permit access to the College's electronic learning resources when the course is taught at the High School Partner; and
- 3) High School Partner offering courses shall meet the laboratory safety standards and have material/equipment that comply with College program requirements.

b) **Teaching Environment**

The High School Partner will ensure that the classroom environment is conducive to college-level learning by:

- 1) Designating a classroom and lab space as required for dual credit courses taught face-to-face at the high school.

c) **Enrollment**

The High School Partner will designate at least one person responsible for:

- 1) coordinating and tracking submission of all required documents for admissions and registration.
- 2) adhering to all established College deadlines, policies & procedures including but not limited to schedule changes including, additions, drops, and withdrawals and
- 3) working in collaboration with TSTC's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and programming improvements.
- 4) The High School Partner's designated contact is required to attend TSTC's Dual Enrollment Administrator Training on an annual basis.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

High School Partners that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

a) **Academic Instructional Calendar**

Dual Credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner.

b) **Monitoring Instruction**

High School Partners will work with the College so that College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the High School Partner. TSTC designated supervisors must conduct an adjunct faculty evaluation. The evaluation & training shall include, but not be limited to:

- A coordinated classroom site visit by TSTC College Faculty and Dual Enrollment staff.
- A TSTC end-of-semester course and instructor evaluation completed by students.
- A mandatory yearly instructor orientation/training session for all adjunct instructors.



c) **Books and Supplemental Materials**

The High School Partner, or student will be responsible for obtaining the required editions of required textbooks and supplies **on or before the first day of the college class**. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., Skills USA), chaperone expenses, etc., will be the responsibility of the High School Partner. Textbooks, materials, and supplies are available for purchase through the TSTC Bookstore at http://www.tstc.edu/student_life/bookstore.

d) **Grading Procedures**

All Dual Credit Faculty will follow the College Grading System as stated in the College's **Statewide Operating Standard ES.4.06, Grading System** (<http://www.tstc.edu/governance/es>) as well as the grading criteria in the department-approved syllabus. A student must earn a grade of C or better in a WECM course to pass.

e) **Student Learning Support Services**

All TSTC Dual Credit Students have access to the TSTC Learning Resource Center, (http://tstc.edu/student_life/learningresource) and learning support services.

f) **Student Grievances/Complaints**

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students including those enrolled in dual credit courses. Dual credit students with grievances or complaints shall follow the procedures as stated in the College's **Statewide Operating Standard ES.3.24, Student Grievances & Complaints** (<http://www.tstc.edu/governance/es>) as published in the College Student Handbook.

STUDENT ELIGIBILITY

The College requires High School Partner partners to follow all College enrollment procedures and guidelines for dual credit students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's **Statewide Operating Standard ES.4.07, Admission of Students** (<http://www.tstc.edu/governance/es>).

COMPOSITION OF CLASS

Dual credit courses may be composed of dual credit students only or of dual and college credit students as defined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- 1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- 2) If the high school credit-only students are College Board Advanced Placement students.
- 3) If the course is a career and technology/college workforce education course and the high



school credit-only students are earning articulated college credits.

CAMPUS ACTIVITY & TRANSPORTATION

TSTC assumes no obligation or responsibility for the transportation of students to or from the TSTC Campus or training facilities. Students that have a free period while on TSTC campus will not be monitored and the High School Partner holds TSTC harmless for any death, personal injury, property damage, and /or campus disruption caused by High School Partner personnel or their students. TSTC is not responsible for High School Partner's students who leave TSTC grounds.

STUDENT RIGHTS & RESPONSIBILITIES

Dual credit students must abide by the Code of Student Conduct outlined in the current TSTC College Catalog & Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action. Dual enrollments students attending classes on a TSTC campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student Conduct violations will be handled through the Code of Student Conduct, [Statewide Operating Standard ES 3.23](http://www.tstc.edu/governance/es), ***Student Rights and Responsibilities*** (<http://www.tstc.edu/governance/es>).

STUDENT SUPPORT SERVICES

The College and the High School Partner will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. TSTC is responsible for ensuring timely and efficient access to the Humana Student Assistance Program. Services such as these may require a signed student and/or parent consent form to receive services.

TSTC will adhere to and comply with current TSTC policies, procedures, federal, state, and local laws that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner agrees that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504 subpart E, and will adhere to TSTC's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

The High School Partner agrees that classes in which high school credit is awarded, the ADAAA and Section 504 subpart D, accommodations will be the responsibility of the high school partner. If an accommodation fundamentally alters the course, college credit will not be awarded.

Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

Students with disabilities who require accommodations will be required to self-disclose with the TSTC Disability Services Office.

It is the responsibility of dual enrollment students, and their parents/legal guardians or sponsoring agents to provide students health and accident insurance and hold TSTC harmless and to waive any claims, past, current or future, they may have for any death, personal injury, property damage, or



accidents involving students or visitors while on the TSTC campus or off-campus instructional site locations.

TRANSCRIPTION OF CREDIT

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner agrees to evaluate the learner's objectives to be achieved by students completing TSTC's dual credit college courses and to transcribe credit on the student's high school transcript accordingly.

FINANCE AND FUNDING

a) Tuition & Fees

Dual enrollment courses are offered at a reduced tuition waiver & fee rate of \$33.00 per credit hour. Refunds will follow [Statewide Operating Standard FA 1.9, Refund of Tuition and Fees \(http://www.tstc.edu/governance/fa\)](http://www.tstc.edu/governance/fa). Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

b) Invoicing

TSTC will invoice the High School Partner for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends. Student registration for subsequent academic terms will not be completed until payment is received. The High School Partner will assign a designated billing contact to work with TSTC's Student Accounting Office.

FERPA

Parties agree to maintain the records for all students by all applicable federal, state, and local laws. For the purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSTC hereby designates the High School Partner as a school official with legitimate education interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records are required by the High School Partner to carry out the functions of the program. Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The parties shall not release educational records to any third party without written consent by the affected student.

MEMORANDUM OF UNDERSTANDING (MOU)

Any change to the terms of this MOU must be presented in written form and agreed upon by both TSTC and the High School Partner at least thirty (30) days before any term or provision may be changed.

TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this Agreement to the contrary, the High School Partner understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC will notify High School Partner of receipt of a request for information related to this Agreement. High School Partner will cooperate with TSTC in the production of documents responsive to the request.

High School Partner may request that TSTC seek an opinion from the Attorney General of the State of Texas, however, TSTC will not honor High School Partner's request for an opinion if the request is not

based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner will notify TSTC Office of General Counsel of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. High School Partner is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

EFFECTIVE DATE & TERM

The effective date of this Agreement is **August 1, 2018**. This agreement shall continue for one (1) year after the effective date.

SIGNATURES

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

Texas State Technical College

300 Homer K Taylor Dr.
Sweetwater, Texas 79556

By:

Marina Wilcox

Marina Wilcox
Vice President, Dual Enrollment

Date:

3-22-18

Lamar CISD

3911 Avenue I
Rosenberg, Texas 77471

By:

Thomas Randle

Dr. Thomas Randle
Superintendent, Lamar CISD

Date:

3-6-18



PATHWAY OFFERING FORM



DUAL ENROLLMENT

In the spaces below, please indicate the pathways Lamar Consolidated High School proposes to offer for the 2018-2019 Academic Year. If you have an estimated number of students you believe will enroll, please indicate that was well. If you are uncertain, leave this portion of the form blank. The pathway proposal will initiate the development of an annual Memorandum of Understanding but does not substitute as an agreement.

High School Information:

ISD/Texas Home School/ Other Entity:	Lamar Consolidated ISD	HS Title:	Lamar Consolidated High School
HS Principal or Designee Name:	Joel Garrett, CTE Director	OEED CODE:	446000

Dual Enrollment Contact (HS Counselor or CTE Administrator or Designee):

Contact Name:	Janet Buffamante, College & Career Facilitator	High School:	Lamar Consolidated High School
Phone Number:	832-223-3017	Email Address:	jbuffamante@lcisd.org

Pathway Offering Information (add additional rows as needed):

Pathway	Program Major Code	Physical Address for Instruction (or TSTC Campus or Online)	Estimated Enrollment #
Automotive Technology	DCP.AUT.MLR.CER1	5500 Avenue N, Rosenberg, TX 77471 (Lamar CHS)	TBD
Precision Machining	DCP.PMT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	TBD
HVAC Technology	DCP.HVA.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	TBD
Cyber Security	DCP.CYS.CER2	26706 Southwest Freeway, Rosenberg, TX 77471	TBD
Welding	DCP.WLT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	TBD
Diesel Technology	DCP.DET.HTR.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	TBD

Approvals:

HS Dual Enrollment Contact Print Name:	Janet Buffamante, College & Career Facilitator	Signature:	<i>Janet Buffamante</i>	Date:	1/22/18
High School Principal or Designee:	Joel Garrett, CTE Director	Signature:	<i>Joel Garrett</i>	Date:	1/23/18
TSTC Dual Enrollment Advisor/Manager:	Mara Hartsell, Dual Enrollment Advisor	Signature:	<i>Mara Hartsell</i>	Date:	1/23/18

PATHWAY OFFERING FORM



DUAL ENROLLMENT

In the spaces below, please indicate the pathways Ben Franklin Terry High School proposes to offer for the 2018-2019 Academic Year. If you have an estimated number of students you believe will enroll, please indicate that as well. If you are uncertain, leave this portion of the form blank. The pathway proposal will initiate the development of an annual Memorandum of Understanding but does not substitute as an agreement.

High School Information:

ISD/Texas Home School/ Other Entity:	Lamar Consolidated ISD	HS Title:	Ben Franklin Terry High School
HS Principal Or Designee Name:	Joel Garrett, CTE Director	CEEB CODE:	445997

Dual Enrollment Contact (HS Counselor or CTE Administrator or Designee):

Contact Name:	Allison Parker, Counselor	High School:	Ben Franklin Terry High School
Phone Number:	832-223-3433	Email Address:	akparker@lcisd.org

Pathway Offering Information (add additional rows as needed):

Pathway	Program Major Code	Physical Address for Instruction (or TSTC Campus or Online)	Estimated Enrollment #
Automotive Technology	DCP AUT MLR CER1	5500 Avenue N Rosenberg TX 77471 (Lamar CHS)	TBD
Precision Machining	DCP PMT CER1	26706 Southwest Freeway Rosenberg TX 77471	
HVAC Technology	DCP HVA CER1	26706 Southwest Freeway Rosenberg TX 77471	
Cyber Security	DCP CYS CER2	26706 Southwest Freeway Rosenberg TX 77471	
Welding	DCP WLT CER1	26706 Southwest Freeway Rosenberg TX 77471	
Diesel Technology	DCP DET HTR CER1	26706 Southwest Freeway Rosenberg TX 77471	

Approvals:

HS Dual Enrollment Contact Print Name:	Allison Parker, Design & Career Facilitator	Signature:	<i>Allison Parker</i>	Date:	1/8/18
High School Principal or Designee:	Joel Garrett, CTE Director	Signature:	<i>Joel Garrett</i>	Date:	1/8/18
TSTC Dual Enrollment Advisor/Manager:	Mara Hartsell, Dual Enrollment Advisor	Signature:	<i>Mara Hartsell</i>	Date:	1/18/18

PATHWAY OFFERING FORM



DUAL ENROLLMENT

In the spaces below, please indicate the pathways

Foster High School proposes to offer for the 2018-2019 Academic Year. If you have an estimated number of students you believe will enroll, please indicate that was well. If you are uncertain, leave this portion of the form blank. The pathway proposal will initiate the development of an annual Memorandum of Understanding but does not substitute as an agreement.

High School Information:

ISD/Texas Home School/ Other Entity	Lamar Consolidated ISD	HS Title:	Foster High School
HS Principal Or Designee Name:	Joel Garrett, CTE Director	OEEB CODE:	44856

Dual Enrollment Contact (HS Counselor or CTE Administrator or Designee):

Contact Name:	Mara Ustynik, College & Career Facilitator	High School:	Foster High School
Phone Number:	832-223-3942	Email Address:	mustynik@lcsd.org

Pathway Offering Information (add additional rows as needed):

Pathway	Program/Major Code	Physical Address for Instruction (or TSTC Campus or Online)	Estimated Enrollment #
Automotive Technology	DCP.AUT.MLR.CER1	6500 Avenue N, Rosenberg, TX 77471 (Lamar CHS)	TBD
Precision Machining	DCP.PMT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
HVAC Technology	DCP.HVA.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
Cyber Security	DCP.CYS.CER2	26706 Southwest Freeway, Rosenberg, TX 77471	
Welding	DCP.WLT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
Diesel Technology	DCP.DET.HTR.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	

Approvals:

HS Dual Enrollment Contact Print Name:	Mara Ustynik, College & Career Facilitator	Signature:		Date:	1/8/18
High School Principal or Designee:	Joel Garrett, CTE Director	Signature:		Date:	1/8/18
TSTC Dual Enrollment Advisor/Manager:	Mara Hartsell, Dual Enrollment Advisor	Signature:		Date:	1/8/18

PATHWAY OFFERING FORM



DUAL ENROLLMENT

In the spaces below, please indicate the pathways

George Ranch High School proposes to offer for the 2018-2019 Academic Year. If you have an estimated number of students you believe will enroll, please indicate that as well. If you are uncertain, leave this portion of the form blank. The pathway proposal will initiate the development of an annual Memorandum of Understanding but does not substitute as an agreement.

High School Information:

ISD/Texas Home School/ Other Entity:	Lamar Consolidated ISD	HS Title:	George Ranch High School
HS Principal Or Designee Name:	Joel Garrett, CTE Director	CEEB CODE:	445862

Dual Enrollment Contact (HS Counselor or CTE Administrator or Designee):

Contact Name:	Rebecca Mobley, College & Career Facilitator	High School:	George Ranch High School
Phone Number:	832-223-4343	Email Address:	rmobley@lcisd.org

Pathway Offering Information (add additional rows as needed):

Pathway	Program Major Code	Physical Address for Instruction (or TSTC Campus or Online)	Estimated Enrollment #
Automotive Technology	DCP AUT MTR CER1	5500 Avenue N, Rosenberg, TX 77471 (Lamar CHS)	TBD
Precision Machining	DCP PMT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
HVAC Technology	DCP HVA CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
Cyber Security	DCP CYS CER2	26706 Southwest Freeway, Rosenberg, TX 77471	
Welding	DCP WLT CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
Diesel Technology	DCP DET HTR CER1	26706 Southwest Freeway, Rosenberg, TX 77471	

Approvals:

HS Dual Enrollment Contact Print Name:	Rebecca Mobley, College & Career Facilitator	Signature:	<i>Rebecca Mobley</i>	Date:	7-8-2018
High School Principal or Designee:	Joel Garrett, CTE Director	Signature:	<i>Joel Garrett</i>	Date:	7-8-18
TSTC Dual Enrollment Advisor/Manager:	Mara Hartsell, Dual Enrollment Advisor	Signature:	<i>Mara Hartsell</i>	Date:	7/18/18

PATHWAY OFFERING FORM



DUAL ENROLLMENT

In the spaces below, please indicate the pathways

Fulshear High School proposes to offer for the 2018-2019 Academic Year. If you have an estimated number of students you believe will enroll, please indicate that was well. If you are uncertain, leave this portion of the form blank. The pathway proposal will initiate the development of an annual Memorandum of Understanding but does not substitute as an agreement.

High School Information:

ISD/Texas Home School/ Other Entity:	Lamar Consolidated ISD	HS Title:	Fulshear High School
HS Principal Or Designee Name:	Joel Garrett, CTE Director	OEEB CODE:	440009

Dual Enrollment Contact (HS Counselor or CTE Administrator or Designee):

Contact Name:	Kathryn Kulka, Counselor	High School:	Fulshear High School
Phone Number:	832-223-5000	Email Address:	kathryn.kulka@lcisd.org

Pathway Offering Information (add additional rows as needed):

Pathway	Program Major Code	Physical Address for Instruction (or TSTC Campus or Online)	Estimated Enrollment #
Automotive Technology	DCP.AUT.MLR.CER1	5500 Avenue N. Rosenberg, TX 77471 (Lamar CHS)	TBD
Precision Machining	DCP.PMT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
HVAC Technology	DCP.HVA.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
Cyber Security	DCP.CYS.CER2	26706 Southwest Freeway, Rosenberg, TX 77471	
Welding	DCP.WLT.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	
Diesel Technology	DCP.OET.HTR.CER1	26706 Southwest Freeway, Rosenberg, TX 77471	

Approvals:

HS Dual Enrollment Contact Print Name:	Kathryn Kulka, Counselor	Signature:		Date:	11/18/18
High School Principal or Designee:	Joel Garrett, CTE Director	Signature:		Date:	11/18/18
TSTC Dual Enrollment Advisor/Manager:	Mara Hartsell, Dual Enrollment Advisor	Signature:		Date:	11/18/18

INFORMATION ITEM: A-F ACCOUNTABILITY SYSTEM OVERVIEW

The 85th Texas Legislature passed House Bill 22, modifying the proposed A-F accountability system effective this school year in order to determine district ratings. Staff will present an overview of the new system as it is currently anticipated to be rolled out, as well as historical context of the issues surrounding the new system's implementation.

Resource Persons: Valerie Vogt, Chief Academic Officer
Brian Moore, Director of Research, Assessment, and Accountability

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MARCH 31, 2018)**

- Exhibit "A" gives the LCISD collections made during the month of March 31, 2018.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2017 through August 31, 2018.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2017-18 roll as compared to prior years. Through March 31, 2018, LCISD had collected 96.9 % of the 2017-18 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2017-2018.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated ISD
Tax Collections
March 2018

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
17	\$ 2,322,192.52	\$ 177,551.14	\$ 6,698.63	\$ 2,506,442.29	\$ 1,737,488.62	\$ 139,543.99	\$ 584,703.90	\$ 44,705.78
16	\$ 9,789.32	\$ 13,343.40	\$ 11,758.40	\$ 34,891.12	\$ 7,324.48	\$ 21,742.07	\$ 2,464.84	\$ 3,359.73
15	\$ 10,876.91	\$ 2,582.69	\$ 1,819.21	\$ 15,278.81	\$ 8,138.20	\$ 3,751.61	\$ 2,738.71	\$ 650.29
14	\$ 12,721.38	\$ 1,926.54	\$ 836.82	\$ 15,484.74	\$ 9,518.28	\$ 2,278.31	\$ 3,203.10	\$ 485.05
13	\$ 2,345.51	\$ 1,520.01	\$ 531.31	\$ 4,396.83	\$ 1,754.97	\$ 1,668.60	\$ 590.54	\$ 382.72
12	\$ 13,664.43	\$ 2,068.11	\$ 840.11	\$ 16,572.65	\$ 10,223.88	\$ 2,387.51	\$ 3,440.55	\$ 520.71
11	\$ 1,412.94	\$ 1,127.60	\$ 508.11	\$ 3,048.65	\$ 1,036.84	\$ 1,335.57	\$ 376.10	\$ 300.14
10	\$ 1,534.54	\$ 1,416.67	\$ 575.35	\$ 3,526.56	\$ 1,147.11	\$ 1,634.36	\$ 387.43	\$ 357.66
09	\$ 803.31	\$ 859.73	\$ 329.28	\$ 1,992.32	\$ 631.84	\$ 1,005.40	\$ 171.47	\$ 183.61
08	\$ 783.67	\$ 933.78	\$ 341.22	\$ 2,058.67	\$ 616.02	\$ 1,075.24	\$ 167.65	\$ 199.76
07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
06	\$ 326.35	\$ 418.54	\$ 127.27	\$ 872.16	\$ 280.47	\$ 486.96	\$ 45.88	\$ 58.85
05	\$ 124.21	\$ 189.71	\$ 61.79	\$ 375.71	\$ 109.75	\$ 229.42	\$ 14.46	\$ 22.08
04	\$ 7.05	\$ 11.99	\$ 3.81	\$ 22.85	\$ 6.23	\$ 14.40	\$ 0.82	\$ 1.40
03	\$ 141.53	\$ 180.09	\$ 25.47	\$ 347.09	\$ 127.54	\$ 187.76	\$ 13.99	\$ 17.80
02	\$ 5.42	\$ 7.55	\$ 1.07	\$ 14.04	\$ 4.88	\$ 7.87	\$ 0.54	\$ 0.75
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97 & prior	\$ 0.61	\$ 2.03	\$ 0.40	\$ 3.04	\$ 0.57	\$ 2.29	\$ 0.04	\$ 0.14
Totals	\$ 2,376,729.70	\$ 204,139.58	\$ 24,458.25	\$ 2,605,327.53	\$ 1,778,409.68	\$ 177,351.36	\$ 598,320.02	\$ 51,246.47

**Lamar Consolidated ISD
Tax Collections
September 1, 2017-August 31, 2018
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 3/31/18
17	\$ 206,293,212.17	\$ 2,952,134.01	\$ 209,245,346.18	\$ 202,746,175.45	\$ 324,537.10	\$ 10,504.57	\$ 203,081,217.12	\$ 6,499,170.73
16	\$ 1,814,663.85	\$ (60,153.52)	\$ 1,754,510.33	\$ 821,107.14	\$ 187,410.78	\$ 195,658.49	\$ 1,204,176.41	\$ 933,403.19
15	\$ 566,874.61	\$ (16,210.77)	\$ 550,663.84	\$ 65,393.41	\$ 34,433.59	\$ 23,070.92	\$ 122,897.92	\$ 485,270.43
14	\$ 339,577.64	\$ 98,062.56	\$ 437,640.20	\$ 99,263.83	\$ 16,597.68	\$ 9,221.13	\$ 125,082.64	\$ 338,376.37
13	\$ 277,679.16	\$ 59,087.51	\$ 336,766.67	\$ 48,781.80	\$ 12,569.57	\$ 6,297.39	\$ 67,648.76	\$ 287,984.87
12	\$ 265,479.02	\$ 123,783.18	\$ 389,262.20	\$ 145,526.85	\$ 12,105.94	\$ 4,781.29	\$ 162,414.08	\$ 243,735.35
11	\$ 224,190.26	\$ 37,653.50	\$ 261,843.76	\$ 54,964.36	\$ 6,621.22	\$ 2,442.25	\$ 64,027.83	\$ 206,879.40
10	\$ 181,303.11	\$ 12,939.60	\$ 194,242.71	\$ 14,911.99	\$ 5,672.96	\$ 1,474.77	\$ 22,059.72	\$ 179,330.72
09	\$ 159,154.16	\$ -	\$ 159,154.16	\$ 5,790.20	\$ 4,798.28	\$ 1,098.37	\$ 11,686.85	\$ 153,363.96
08	\$ 153,187.47	\$ -	\$ 153,187.47	\$ 2,626.99	\$ 2,958.58	\$ 1,028.37	\$ 6,613.94	\$ 150,560.48
07	\$ 174,543.62	\$ -	\$ 174,543.62	\$ 793.44	\$ 1,018.26	\$ 358.84	\$ 2,170.54	\$ 173,750.18
06	\$ 84,556.70	\$ -	\$ 84,556.70	\$ 1,425.50	\$ 1,342.81	\$ 127.27	\$ 2,895.58	\$ 83,131.20
05	\$ 130,312.15	\$ -	\$ 130,312.15	\$ 1,166.30	\$ 1,710.33	\$ 545.36	\$ 3,421.99	\$ 129,145.85
04	\$ 52,136.73	\$ -	\$ 52,136.73	\$ 2,611.47	\$ 4,330.56	\$ 1,370.97	\$ 8,313.00	\$ 49,525.26
03	\$ 39,258.30	\$ -	\$ 39,258.30	\$ 1,122.16	\$ 1,725.94	\$ 345.02	\$ 3,193.12	\$ 38,136.14
02	\$ 25,886.38	\$ -	\$ 25,886.38	\$ 399.02	\$ 625.80	\$ 117.22	\$ 1,142.04	\$ 25,487.36
01	\$ 24,301.80	\$ -	\$ 24,301.80	\$ 270.61	\$ 517.46	\$ 111.47	\$ 899.54	\$ 24,031.19
00	\$ 21,052.70	\$ -	\$ 21,052.70	\$ 25.20	\$ 41.51	\$ 9.16	\$ 75.87	\$ 21,027.50
99	\$ 21,924.25	\$ -	\$ 21,924.25	\$ -	\$ -	\$ -	\$ -	\$ 21,924.25
98	\$ 13,781.68	\$ -	\$ 13,781.68	\$ 9.86	\$ 23.57	\$ 5.01	\$ 38.44	\$ 13,771.82
97	\$ 12,114.62	\$ -	\$ 12,114.62	\$ 25.81	\$ 64.93	\$ 13.61	\$ 104.35	\$ 12,088.81
96	\$ 5,144.62	\$ -	\$ 5,144.62	\$ 9.73	\$ 25.59	\$ 5.30	\$ 40.62	\$ 5,134.89
95 & prior	\$ 17,571.87	\$ -	\$ 17,571.87	\$ 43.23	\$ 132.20	\$ 26.34	\$ 201.77	\$ 17,528.64
Totals	\$210,897,906.87	\$3,207,296.07	\$214,105,202.94	\$204,012,444.35	\$619,264.66	\$258,613.12	\$204,890,322.13	\$10,092,758.59

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

MONTH	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%
DEC	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%
JAN	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%
FEB	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%
MAR	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%
APR		97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%
MAY		98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%
JUNE		98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%
JULY		98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%
AUG		99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2017-18 TAX COLLECTIONS
AS OF MARCH 31, 2018**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3/31/2018	% OF BUDGET COLLECTED
2017	2017-2018	\$ 207,658,560	\$ 202,746,175	97.63%
2016 & Prior	2016-17 & Prior	\$ 2,150,000	\$ 1,266,269	58.90%
TOTAL		\$ 209,808,560	\$ 204,012,444	97.24%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MARCH 31, 2018**

SCHOOL YEAR TAX YEAR	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017
COLLECTION YEAR						
1 Orig. Levy	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212
1 Collections	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 202,746,175
Adj. To Roll	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,952,134
2 Collections	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 821,107	
Adj. To Roll	\$ 65,612	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (60,154)	
3 Collections	\$ 315,459	\$ 333,212	\$ 305,374	\$ 65,393		
Adj. To Roll	\$ 445,748	\$ (49,699)	\$ 102,657	\$ (16,211)		
4 Collections	\$ 252,058	\$ 211,870	\$ 99,264			
Adj. To Roll	\$ (88,980)	\$ 113,341	\$ 98,063			
5 Collections	\$ 225,311	\$ 48,782				
Adj. To Roll	\$ 138,805	\$ 59,088				
6 Collections	\$ 145,527					
Adj. To Roll	\$ 123,783					
TOTAL:						
COLLECTIONS	\$ 142,238,931	\$ 149,553,952	\$ 161,826,771	\$ 178,839,536	\$ 196,374,572	\$ 202,746,175
ADJUSTED TAX ROLL	\$ 142,482,666	\$ 149,841,937	\$ 162,165,148	\$ 179,324,806	\$ 197,307,975	\$ 209,245,346
BALANCE TO BE COLLECTED	\$ 243,735	\$ 287,985	\$ 338,376	\$ 485,270	\$ 933,403	\$ 6,499,171
ADJ. TAXABLE VALUE	\$ 10,250,182,814	\$ 10,779,607,713	\$ 11,666,137,743	\$ 12,900,601,150	\$ 14,194,307,746	\$ 15,053,080,550
TOTAL % COLLECTIONS AS OF MARCH 31, 2018	99.8%	99.8%	99.8%	99.7%	99.5%	96.9%
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.

ACI (Culver ES)	Application # 1	\$	10,125.00
C.A. Walker Construction (Support Services Center)	Application # 8	\$	775,947.79
CenterPoint (Foster HS Natatorium)	Application # 1	\$	7,240.00
CenterPoint (Fulshear HS Natatorium)	Application # 1	\$	7,495.00
CenterPoint (Fulshear HS Natatorium)	Application # 1	\$	19,200.00
CenterPoint (Fulshear HS Natatorium)	Application # 1	\$	7,913.00
CenterPoint (George Ranch HS Natatorium)	Application # 1	\$	12,600.00
CenterPoint (George Ranch HS Natatorium)	Application # 1	\$	2,595.00
CenterPoint (George Ranch HS Natatorium)	Application # 1	\$	9,085.00
Drymalla Construction (Carter ES)	Application # 9	\$	1,661,526.25
Engineered Air Balance (Carter ES)	Application # 1	\$	2,650.00
Estes, McClure & Assoc. (Carter ES)	Application # 1	\$	4,080.00
Estes, McClure & Assoc. (Support Services Center)	Application # 1	\$	5,550.00

Facilities Sources (Pink ES Hurricane Repair)	Application # 1	\$	9,845.00
Hayden Paving (Campbell ES/Dickinson ES Track)	Application # 6	\$	475,579.00
KCI Technologies (District Access Controls)	Application # 4	\$	3,618.00
KCI Technologies (District Access Controls – Reimbursables)	Application # 1	\$	19.85
KCI Technologies (District Access Controls – Reimbursables)	Application # 2	\$	39.25
Micro Integration (District Access Controls)	Application # 1	\$	292,453.70
Millis Construction (Terry HS Baseball/Softball Complex)	Application # 8	\$	55,510.79
PBK Architects (Campbell ES/Dickinson ES Track)	Application # 5	\$	14,842.75
PBK Architects (Campbell ES/Dickinson ES Track)	Application # 6	\$	11,750.51
PBK Architects (Campbell ES/Dickinson ES Track – Reimbursables)	Application # 2	\$	120.00
PBK Architects (Foster HS Natatorium)	Application # 14	\$	42,587.92
PBK Architects (Fulshear HS Natatorium)	Application # 15	\$	28,644.69
PBK Architects (Fulshear HS Shell Space)	Application # 6	\$	4,475.67
PBK Architects (Fulshear HS Shell Space – Reimbursables)	Application # 2	\$	2,435.45
PBK Architects (George Ranch HS Natatorium)	Application # 14	\$	32,255.86

PBK Architects (Roberts MS)	Application # 7	\$	26,510.99
PBK Architects (Roberts MS – Reimbursables)	Application # 3	\$	27,704.84
PBK Architects (Support Services)	Application # 11	\$	28,334.08
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 10	\$	9,600.00
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 11	\$	2,304.00
PBK Architects (Terry HS Baseball/Softball Complex – Reim)	Application # 5	\$	312.77
Raba Kistner (Dickinson ES – Running Track)	Application # 3	\$	494.87
Roadrunner (Support Services Center)	Application # 1	\$	800.00
Siemens Industry (District Site Lighting)	Application # 2	\$	210,893.82
Terracon (Carter ES)	Application # 10	\$	1,817.50
Terracon (Carter ES)	Application # 11	\$	3,176.00
Terracon (Foster HS Water Plant)	Application # 2	\$	6,970.50
Terracon (Foster HS Water Plant)	Application # 3	\$	3,690.25
Terracon (Lamar CHS Band Hall)	Application # 9	\$	2,077.75
Terracon (Support Services Center)	Application # 8	\$	2,887.25

Terracon (Terry HS Band Hall)	Application # 9	\$	804.00
Terracon (Terry HS Band Hall)	Application # 10	\$	1,020.50
Turner Construction (Foster HS Natatorium)	Application # 7	\$	663,934.67
Turner Construction (Fulshear HS Natatorium)	Application # 7	\$	652,150.41
Turner Construction (George Ranch HS Natatorium)	Application # 7	\$	470,413.25
VLK Architects (Lamar CHS Band Hall – Reimbursables)	Application # 7	\$	89.29
VLK Architects (Terry HS Band Hall)	Application # 8	\$	5,100.00
VLK Architects (Terry HS Band Hall – Reimbursables)	Application # 8	\$	89.29
Vanir, Rice & Gardner (2014 Bond Program)	Application # 32	\$	189,747.00

Resource person: Kevin McKeever, Executive Director of Facilities & Planning

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	21,668,081.60	341,973.40	21,298,686.82	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,962,813.40	1,808,047.60	20,223,418.04	21,962,814.00
Don Carter Elementary School (#26)	24,959,404.00	22,970,379.26	1,989,024.74	14,499,149.56	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	708,150.00	281,850.00	120,678.75	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	647,184.00	52,816.00	535,774.88	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natorium - Foster High School	8,648,880.00	8,612,203.19	36,676.81	4,818,300.46	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,682,439.00	149,728.00	4,376,148.86	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	8,999,776.00	86,793.00	4,640,179.77	9,086,569.00
Support Services Center	12,146,000.00	11,409,844.14	736,155.86	5,104,329.73	12,146,000.00
THS Band Hall	700,000.00	659,835.00	40,165.00	591,126.60	700,000.00
*THS Baseball	2,400,000.00	2,311,628.00	88,372.00	2,197,027.96	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	110,247,928.16	6,148,007.84	79,920,783.06	114,567,883.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	1,798,980.00	23,160,424.00	1,146,042.71	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	425,000.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	1,515,670.00	20,826,823.00	749,956.75	22,342,493.00
Fulshear HS Shell	3,849,077.00	274,890.00	3,574,187.00	52,050.65	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	4,780,925.00	76,364,173.00	2,373,050.11	81,145,098.00
Grand Total	197,541,034.00	115,028,853.16	82,512,180.84	82,293,833.17	195,712,981.57

* 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	536,254.00	263,746.00	340,200.01	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.48
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,572.50
Site Lighting	1,600,000.00	1,321,250.00	278,750.00	534,616.38	1,600,000.00
Grand Total	4,300,000.00	3,541,518.98	758,481.02	2,547,053.21	4,081,734.98

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 coordinate 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:

- Awarded construction contract for Culver Elementary School.
- Awarded construction contact for Fulshear High School Shell Space.
- Opened Band Hall Additions at Terry High School and Lamar Consolidated High School.
- Received construction proposals for Roberts Middle School.

DON CARTER ELEMENTARY SCHOOL



DON CARTER ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: July 21, 2018

OVERVIEW:

- Construction is 65% complete.
- Roofing is 95% complete.
- Exterior wall masonry is 95% complete.
- Mechanical, Electrical and Plumbing is progressing.
- Interior drywall is progressing.
- Sidewalks are being poured.
- Ceiling grid is being installed.

THOMAS R. CULVER III ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Procurement
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW:

- The developer has prepared this section of the subdivision where the new school will be located.
- Project has been awarded to Drymalla Construction.

ROBERTS MIDDLE SCHOOL



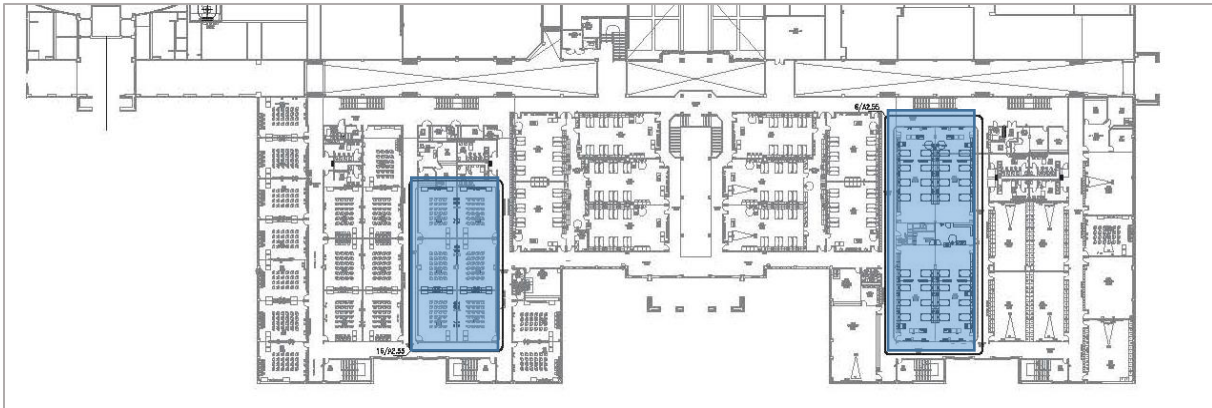
SCHEDULE MILESTONES

- Current Phase: Bidding
- Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

OVERVIEW

- CSP construction proposals were received on March 8th and are being evaluated.

FULSHEAR HIGH SCHOOL SHELL SPACE



SCHEDULE MILESTONES:

- Current Phase: Procurement
- Construction Start: May 2018
- Construction Completion: August 2018

OVERVIEW:

- Construct interior classroom walls and room finishes.
- Project has been awarded to Drymalla Construction.

SUPPORT SERVICES FACILITIES (Maintenance & Operations)



SCHEDULE MILESTONES:

Maintenance & Operations Building

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: April 2018

Support Services Facility: (Purchasing, Warehouse, Food Services & Graphic Arts)

- Construction Start: May 2018
- Construction Completion: October 2018

OVERVIEW:

Maintenance & Operations Building

- Construction is 98% complete.
- Painting of interior walls is complete.
- Exterior cement board is installed in office wing and has been painted.
- Casework installation is complete.
- Restroom fixtures installation is complete.
- Technology installation is complete.

BAND HALL ADDITIONS



Terry High School

SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: 2nd Quarter 2017
- Construction Completion: April 2018



Lamar Consolidated High School

OVERVIEW:

- Lamar CHS and Terry HS:
 - Sitework is 95% complete.
 - Technology is being installed.
 - Currently working on Punch List items.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES:

- Current Phase: Close-Out
- Construction Start: 3rd Quarter 2017
- Construction Completion: February 2018



OVERVIEW:

- All construction is complete.
- Final Punch List work is nearing completion.

NATATORIUMS

George Ranch High School | Foster High School | Fulshear High School



George Ranch High School



Foster High School



Fulshear High School



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Construction Completion: 3rd Quarter 2018

OVERVIEW:

- Roofing has been installed at all sites.
- HVAC dehumidification unit has been installed at George Ranch HS and Foster HS.
- Pool deck has been poured at Fulshear HS.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: March 2018

OVERVIEW:

- New water tank is complete.
- New water well is complete.
- New hydro pneumatic tank is complete.
- Plumbing tie-in to existing system is complete.
- Currently working on Punch List items.
- Waiting on TCEQ results/report for operation availability.

HVAC WEB-BASED CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: July 18, 2017
- Construction Completion: April 2018

OVERVIEW:

- HVAC Controls are complete at all schools.
- Currently installing added humidistats.
- Working on Punch List items.

ACCESS CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Hardware installation is progressing at remaining schools.
- Software integration is in progress.
- Testing staff ID badges to operate the system.

SITE LIGHTING



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Original scope of replacing exterior pole lights and wall pack lights with new LED light fixtures is complete.
- 1,669 light fixtures have been replaced across the District.
- Final inspections are underway.

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:

- 2014 Bond Sale 2 Remaining Project:
 - Morgan Elementary #28.

COMPLETED PROJECTS

Foster High School Baseball Scoreboard
Huggins Elementary School New Parent Drive
New Lindsey Elementary School
Pink Elementary School Repairs
Chiller Replacement at six schools

Completed March 2016
Completed May 2017
Completed October, 2017
Completed November 2017
Completed November 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. This project is now complete and closed.

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. Project is complete.

Project Budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. Siemens has been awarded this project and contracts have been completed. The installation is now underway.

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. Project is complete and closed.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has completed final documents and RF Quotes have been received. Bowie Elementary School has been installed and working. Construction is ongoing.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner. Notice This project is now substantially complete and the school is using the facility.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Executive Director of Facilities & Planning

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES

The following changes took place during the month:

Trainees hired:	5
Drivers leaving department	3
Full time drivers hired:	4
Drivers waiting driving test	3
Bus aides hired:	0

Hiring Incentives Paid	Employee	Referrer
Initial	1	1
Six Month	1	0

ACCIDENTS

We had the following on the road accidents during the month

Date	Bus #	Action	Location	Preventable	Experience
03/01/2018	280	Bus struck another car from the rear	FM72 in front of GRHS	Preventable	2 years
03/08/2018	119	Tailswing hit a parked car near a neighborhood intersection	Longville at Valley Ridge	Preventable	18 months

ROUTING AND SCHEDULING

We have the following routes in operation

R O U T I N G						
TRACK	REG	SPED	MIDDAY	DISTRICT VANS	ALC	NUMBER OF DISPLACED STUDENTS
BLUE	29	10	9	2		43
RED	44	7	10	2		69
GOLD	27	13	14	0	1	40
MAROON	50	6	8			30
PURPLE	20	2	4	1	1	9
TOTAL	170	38	45	5	2	191

TRAINING AND OTHER EVENTS

Monthly training events continued for all drivers and aides by track. Sessions were also held for flex drivers and BOSs (Bus Operations Specialists). The main subjects were traffic laws and end of year evaluations.

FIELD TRIPS

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	387	28,260	522	870	5005
Fulshear	175	12,172	355	1302	167

STUDENT DISCIPLINE

A total of 302 discipline reports were issued this month.

VEHICLE MAINTENANCE

The maintenance department responded to 12 breakdowns where the bus needed attention or replacement on the road.

The electronic fuel controller is back in service and is generating a new report, providing usage breakdown by department and product.

LAMAR CISD TRANSPORTATION

Activity Summary Report

	Number of Transactions	Qty	Amount
Account : 001	VOCATIONAL		
Product : 02 #2 Diesel	16	446.200	\$769.24
Account Totals :	16	446.200	\$769.24
Account : 034	DISTRIBUTION		
Product : 01 Unleade	29	498.100	\$827.33
Account Totals :	29	498.100	\$827.33
Account : 050	MAINTENANCE		
Product : 01 Unleade	220	3702.400	\$6,149.73
Product : 02 #2	122	1068.400	\$1,841.90
Account Totals :	342	4770.800	\$7,991.63
Account : 053	TECHNICAL SERVICES		
Product : 01 Unleade	13	158.000	\$262.45
Account Totals :	13	158.000	\$262.45
Account : 060	Transportation		
Product : 01 Unleade	89	1372.900	\$2,280.37
Product : 02 #2	1153	39404.600	\$67,933.46
Account Totals :	1242	40777.500	\$70,213.83
Account : 080	SECURITY		
Product : 01 Unleade	49	598.700	\$994.42
Account Totals :	49	598.700	\$994.42
Account : 78	FOODSERVICE		
Product : 01 Unleade	24	402.300	\$668.21
Account Totals :	24	402.300	\$668.21

Resource Persons: Kevin McKeever, Executive Director of Facilities & Planning
Mike Jones, Director of Transportation

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

Administration evaluates the components of the District's self-funded, Medical/Rx health care plan (the Plan) on an ongoing basis. The cost of health care in general continues to rise at a rate much higher than the Consumer Price Index (CPI). Pharmacy costs continue to rise at an even faster pace than medical plan costs. In addition, the cost of compliance with the Affordable Care Act continues to add to the overall cost of the Plan. Efforts to keep the benefit plans properly aligned, while continuing to improve the health and productivity of our valued employees, continues to be challenging.

To maintain the financial stability of the Plan and the member experience, we are recommending the following changes to the Plan for the 2018-2019 Plan Year:

- ✓ Increase the employee contribution for the three (3) currently existing Exclusive Provider Organization Plans (EPO) by approximately 3.00% over 2017-18 rates
 - No benefit changes will occur to the three EPO plans
- ✓ Add two (2) *High Performance Network* options to all three (3) Exclusive Provider Organization Plans (EPO)
 - Nexus – Memorial Hermann
 - Charter – Kelsey Seybold
 - *High Performance Network* options rates
 - Employee contributions for these options will be approximately 5% less than current EPO plan rates
- ✓ Eliminate the three (3) Preferred Provider Organization Plans (PPO)
 - Low member participation – approximately 3% of the membership
 - Higher plan cost
- ✓ The District's budgeted contribution to the Plan will be evaluated during the regular budget process but is not expected to increase more significantly than in prior years. The current per-employee per-month (PEPM) contribution is approximately \$420 but may vary based on Plan status at August 31st, the District's fiscal year-end. Benefits are budgeted annually and considered for board approval along with the District's Compensation Plan.

For the 2018-2019 plan year, the District will continue its effort to manage/reduce plan costs through the following:

- ✓ Condition Based Health Management Plan (Diabetes Hypertension Plan [DHP]), the purpose of which is to increase participant engagement and encourage ongoing medical compliance,
- ✓ Personal Health Record – care coordination and care management, and
- ✓ Add Real Appeal™ –a science based digital weight loss program that helps participants improve their health and reduce medical cost

Resource Persons: Dr. Kathleen Bowen, Chief Human Resources Officer
Trudy Harris, Assistant Director Employee Services and Risk Management
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

INFORMATION ITEM: STRATEGIC PLANNING

The District-wide Department Process Audit recommended the implementation of a comprehensive, fully integrated strategic planning process using elements of traditional and stakeholder-driven models. The stakeholder-driven strategic planning process must engage the entire Lamar CISD community, including the board, superintendent, cabinet, principals, teachers, central and school-based staff, students, parents, community members, and business leaders to chart the strategic direction over the next 10 years.

The Holdsworth Center has agreed to partner with the district to facilitate the strategic planning process. The district has been working with the center on the development of a leadership definition and a fully developed leadership pipeline for growth and succession planning. Attached is a proposal for the development of a strategic plan. Holdsworth will facilitate the planning and assist with listening tours, strategic visioning, goal refinement and adoption of the plan.

Resource Person: Dr. Thomas Randle, Superintendent

LCISD strategic planning

Proposal from The Holdsworth Center

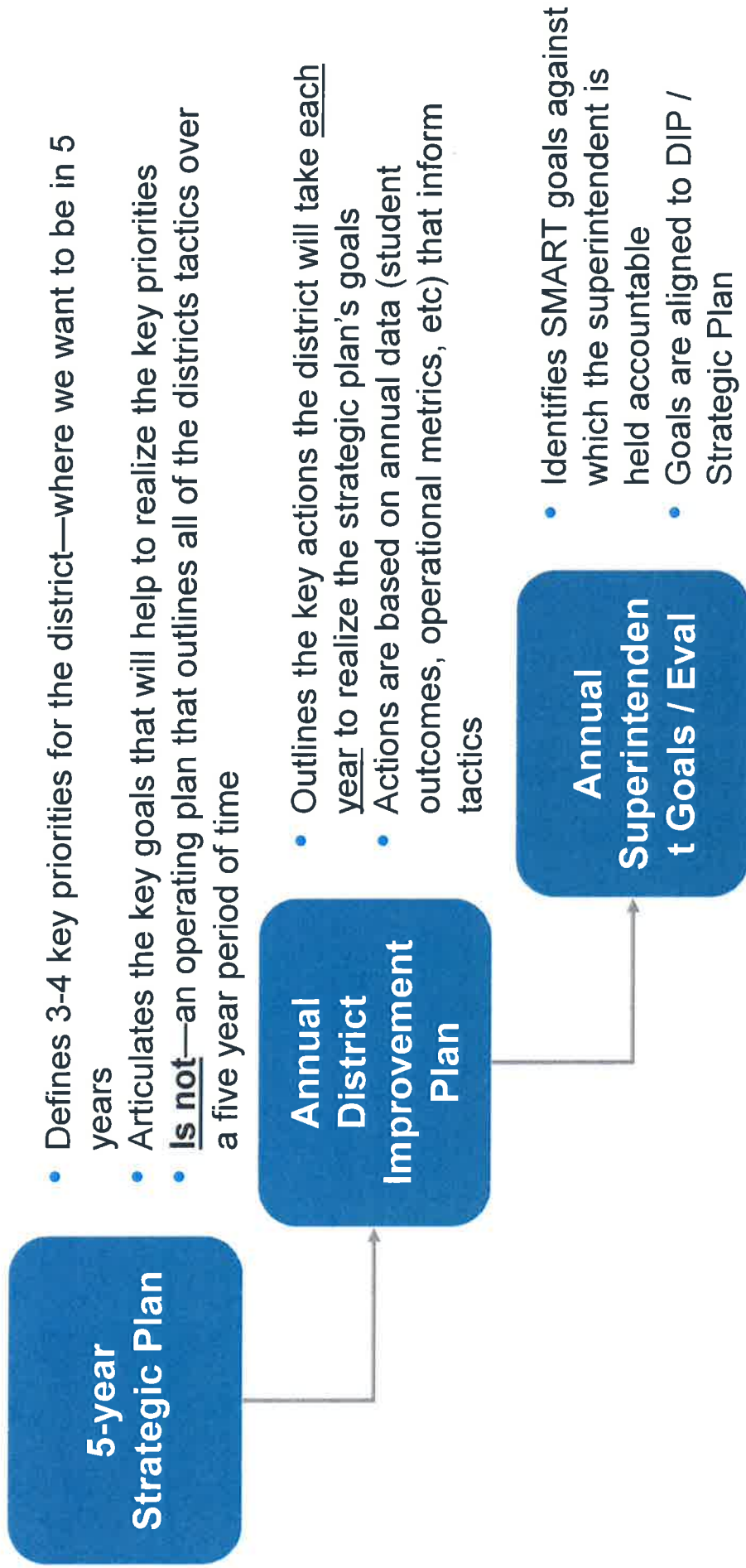
April 5, 2018



For Excellence in Education Leadership

A Strategic Plan is part of a district's planning / goal-setting system

It doesn't need to include every detail—there are other parts to a strong system



The strategic plan establishes the direction of the district

It isn't a tactical blueprint for all district actions over a five year period of time

What the strategic plan must do...

Incorporate a broad set of stakeholder voices

- The board
- Staff—Campus & Central Office based
- Parents & students
- The community

Clearly articulate the most important 5-year goals

- These are the “big rocks”—things that won’t change over a 5 year period
- A smaller number of big goals is better than a lot of small goals

Provide a broad, inclusive destination against which all work in the district can—and should—be aligned

...and does not need to do

Script every action the district will take to achieve the goals

Include goals for every operational area of the school district

- The work of the entire district should support the goals
- The actions of each operational area that support the goals should be outlined in the DIP

We propose 4 activities over 4-6 months to produce the strategic plan

4-6 weeks

Listening Tour

Facilitate conversations with all stakeholders to surface the big themes the strategic plan must address:

- What are the big challenges facing LCISD? (threats)
- What exciting possibilities could LCISD realize? (opportunities)

10-18 weeks

Strategic visioning & goal refinement

Based on key themes from listening tour (for example ‘Talent Development’), recruit a strategic planning working group—representing all stakeholders—to draft and refine goals

Over 4-5 meetings, committees (organized around key themes) develop 2-3 goals/priorities

4-6 weeks

Feedback & Adoption of Strategic Plan

After working group produces drafts of goals, final round of input/feedback before adopting

Data collection & synthesis

Holdsworth could support the work of each phase

4-6 weeks

Listening Tour

- Support with scheduling & logistics
- Drafting key materials/presentations
- Synthesizing feedback & themes

10-18 weeks

Strategic visioning & goal refinement

- Support process of recruiting / selecting working group members
- Designing over-arching sequence for 3-5 meetings
- Support with scheduling & logistics
- Drafting key materials/presentations & supporting facilitation
- Consolidating key decisions & next steps across all working group committees
- Producing updates of the process for the public/board

4-6 weeks

Feedback & Adoption of Strategic Plan

- Support design of feedback process
- Consolidate feedback & make relevant updates

Data collection & synthesis

- Support the synthesis of key data
- Producing reports for listening tour/working group participants and other stakeholders

Draft—for discussion only

Proposed next steps to operationalize the plan

If LCISD wants to pursue a partnership with HC, will work to operationalize proposal

Refine common understanding—LCISD senior staff, LCISD board, Holdsworth—of the ‘end product’ (number of goals, level of detail, etc)

Align on timeline—start date, duration of phases, target completion date, and key interim deliverables

Define board role/engagement throughout strategic planning process

Draft potential schedule for all stakeholder engagement, aligned to key deliverables

Refine roles for Holdsworth team members and LCISD staff