LAMAR CISD

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, October 15, 2020

7:00 PM

LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
OCTOBER 15, 2020
7:00 PM

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Introductions
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   A. Meetings and events
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   A. Meetings and events
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10. **CLOSED SESSION**

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)

1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 273

a. Approval of personnel recommendations for employment of professional personnel

b. Employment of professional personnel (Information) 274

c. Employee resignations and retirements (Information) 276

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

   a. Land

3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.

   a. Any item listed on the agenda

   b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items
Future Agenda Items
Upcoming Meetings and Events

ADJOURNMENT: (Time_____)

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

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

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

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

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

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

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

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

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of October 2020 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

Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 15th day of September 2020, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the Vice President of the Board of Trustees, Ms. Mandi Bronsell, at 6:30 p.m.

Members Present:

Mandi Bronsell	Vice President
Joe Hubenak	Secretary
Kay Danziger	Member
Kathryn Kaminski	Member
Alex Hunt	Member
Jon Welch	Member

Members Absent:

Joy Williams	President

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning

BUSINESS TRANSACTED

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

2. Discussion of September 17th Regular Board meeting agenda items

The Board reviewed the September 17th Regular Board Meeting Agenda items.

7. ACTION ITEMS

7. A GOAL: INSTRUCTIONAL

7. A-1 Consider approval to submit a state waiver to the Texas Education Agency

Ms. Kaminski asked if it makes sense to request this waiver since we are having to follow the COVID guidelines with social distancing. She said we are asking to put more students in a classroom. Dr. Bowen said most of our waivers are for virtual classes. She said the two physical classrooms that are impacted, we are in the process of hiring those teachers. One teacher is starting on Monday and the other they are checking references. Dr. Randle said it also provides us some flexibility to handle classes, we are a fast growth school district and we have students registering all the time. He said we will continue to adjust in the classroom as far as social distancing and using barriers.

Ms. Kaminski asked what would happen if the virtual students come back in the 9 weeks, she's concerned that we may have a class of 23 or 26 students. Dr. Bowen said if we need to, we can shift a virtual teacher back into the on-campus setting. This gives us the flexibility to keep our virtual classes larger so we can keep our on-campus classes a little smaller.

7. A-2 Consider approval for submission of an asynchronous learning plan to the Texas Education Agency for the 2020-2021 school year

Ms. Marchena presented to the Board.

Mr. Hunt arrived at 6:38 p.m.

Mr. Welch said he doesn't see how the District could have come up with a better plan, they have done a very good job.

Ms. Kaminski said there is one daycare center that has 15 virtual and the conflicts they are having is with the scheduling; she asked if we checked into the schools that are doing virtual and their scheduling. Ms. Marchena said our committee followed the guidelines provided by TEA, she said we have to have the minimum number of minutes. Ms. Kaminski said she has noticed the inconsistency of the schedule; an example is the morning schedule starts at different times depending on the teacher. Ms. Marchena said that is correct, a lot of the virtual teachers are helping with duty on campus or morning responsibilities as students are transitioning into the building. She said their day may start at 7:30 but with an asynchronous activity or something online to warm up. She said we are not a synchronous district, so the zoom calls may not start at 7:30 in every classroom. Ms. Kaminski said the lunch breaks are at different times as well. Ms. Marchena said you have to remember that we are doing our best to keep our virtual students lined up with the on-campus students. She said the lunches mirror the lunches on campus. Dr. Randle said when the students come back, they have to match the schedule on-campus.

Ms. Kaminski asked at what point, if virtual continues, will the District go to the daycares and give them some guidelines. Ms. Marchena said one of the things to keep in mind is that our teams are very small and launching virtual school is a stretch for everyone. She said it's not that we wouldn't be willing, it's just a matter of capacity. She said if there is a specific concern or issue, they need to contact the District. She said we do not have the team to visit all the different learning sites throughout the district.

Ms. Kaminski said some of the students need to be in school, she asked if they can change before the 9 weeks is up. Ms. Marchena said we are standing firm with the deadlines because it impacts a lot of things. Ms. Kaminski said it is really the ones that have a learning disability. Dr. Mossige said there have been accommodations that have been made. They need to contact the campus administrator and those issues can be addressed.

7. B GOAL: PLANNING

7. B-3 Consider approval of resolution regarding closure of schools due to inclement weather

Mr. Welch asked why we are only applying for a waiver for August 28th when we missed August 26 through 28. Ms. Ludwig said that TEA requires that we use minutes for 2 days prior to applying for a waiver. Mr. Welch asked if we have any other weather days built into our calendar. Dr. Rockwood said with the 20/21 calendar we have excess minutes built in. We have utilized those minutes for the first 2 days and now requesting a waiver for the third day. We are out of minutes for any further issues. But we do have on the calendar identified bad weather make-up days for planning purposes.

Ms. Kaminski asked if we are still closed on Fair Day. Dr. Randle said yes. She asked if Good Friday is the bad weather make-up day. Dr. Rockwood said Good Friday is a DMA day, the bad weather make-up day is the Monday after Easter.

7. B-4 Consider ratification of items approved under delegation of authority during the COVID-19 emergency

Mr. Welch asked for an explanation of what the authorization was for. Ms. Ludwig said in July the Board authorized Dr. Randle to amend the budget and make emergency purchases related to COVID-19. We set a cap of $5m and this would be in place for 90 days. We are currently at $4.4m.

Mr. Hunt asked if the dividers and barriers are in and have they been delivered to the classrooms. Ms. Ludwig said this is to amend the budget in order to accommodate the purchases. Mr. Juntti said we are looking to purchase some barriers and make some quad dividers in-house at a reduced cost. Mr. Hunt asked for an explanation of each. Mr. Juntti said the barrier is a 3-sided plexiglass that mounts on the desk. The quad dividers are fabricated from PVC tubing and clear plastic sheeting that creates a 4-way divider that you can put four students together.

7. B-7 Consider approval of Lamar CISD zoning committee recommendations for Randle High School and Wright Junior High School

Ms. Kaminski asked if we have the choice of map 2 as is or map 2 adding 28A back to Lamar Consolidated High School. Dr. Rockwood said ultimately the Board can do whatever it wants in terms of any of the recommendations or even creating its own map. He said at the last Board meeting the maps that are in the board book were requested for the Board's review. He said the difference between option 2 and option 2 plus 28A is that it just takes that one planning unit and puts it back to its current campus which is Lamar Consolidated High School. He said that is something the attendance boundary committee looked at, at the final meeting and approved to do.

Ms. Kaminski said that it was discussed that 62 Carter students would go to Randle and 38 to Lamar, but the original one was 100%. She asked if we are going with the 62/38 split. Dr. Rockwood said there would be no impact between option 2 or option 2 plus 28A in terms of any elementary schools like Carter that would remain the same. The 62/38 split is from option 1. Dr. Rockwood said each of the options has a breakout of the feeder tracks listed. Dr. Rockwood said it is really hard in a fast growth school district to keep our elementary schools tracking to the same high school. We try not to have it below 10%, this is called a splinter. This is when 90% of an elementary campus would go to one secondary feeder pattern and 10% going to another.

Ms. Kaminski said her questions are which ones are least disruptive to the elementary schools as far as splitting up.

Ms. Danziger said she is more concerned with the actual high schools and how the zoning will affect their class size, and the ethnicity/SES breakdown. She said when you look at option 1 Randle would have 45% when they open; and when you look at option 2 and option 2.2 it is at 55%. She asked what we are changing to cause this jump. Dr. Rockwood said he probably couldn't tell exactly looking at each planning unit, the main thing is one planning unit is not going to impact the Ethnicity/SES breakdown. She asked how many kids are affected in the 28A move. Dr. Rockwood said originally the attendance boundary created option 2 and at the public input meeting they heard, you moved 28A which is the Reserve from Lamar to Terry. They did not see the purpose and had requested to move back to the original campus. He said the attendance boundary heard this and came back and addressed this and 71% of the committee agreed. Ms. Danziger said at that same meeting it was discussed to move Kendleton to Randle because of the bus pattern it was a safer trip. Dr. Rockwood said yes, Mr. Jones spoke and said that the more you can be off a major highway, Highway 59/69, the safer it is for our students. He said in terms of distance, it was fairly equal. Ms. Bronsell asked how many students come from Kendleton. Dr. Randle said around 90 students.

Mr. Hunt said he knows one of the main purposes is to help relieve George Ranch, but what are the other purposes of doing rezoning. He asked if the demographic report has a plan to put a high school somewhere that would relieve Lamar, Terry, and George Ranch within the next 5-6 years. Dr. Rockwood said ultimately the request is we are looking to relieve the enrollment at George Ranch and Terry, those are our campuses that are above capacity. The next high school will be back in the North and it would help relieve Fulshear, Foster, and Lamar Consolidated. An objective of the zoning process is to minimize student movement.

Mr. Hunt said option 1 was developed by PASA, and it shows Lamar as being over capacity starting next year and over functional capacity in 2024. He asked why we would introduce a plan that has a campus over functional capacity and then you have schools like Randle and George Ranch that are under capacity for the next 10 years. Dr. Rockwood said for option 1 what the demographer was looking at was that George Ranch, Randle, and Terry would all be good in terms of enrollment for several years. He said as a fast growth school district, if we have 7 years under 120% space utilization, we are doing good. He said however in 2024, Lamar would hit the 120% space utilization and the thought being at that time if the 2020 bond were to be approved by the voter's we would have a 7th high school. He said Lamar would be included in those conversations with Fulshear and Foster, to adjust capacity at that time. Mr. Hunt asked if he remembered what some of the objections were to option 1. Dr. Rockwood said he doesn't know if there were objections, he feels like it

is important to always include the community input. He said the demographer draws the maps on a very statistical numbers point of view and the individuals on the committee live here in Lamar CISD and have many reasons for the different options that they prefer.

3. PUBLIC COMMENT

Ms. Mary Tiffany addressed the Board about the rezoning and her support of map 2.

Ms. Lauren Dunn addressed the Board about the rezoning and her support of map 2.

Ms. Christal Murphy addressed the Board about the rezoning and the zoning objectives need to be given equal weight. She was in support of map 2.

Mr. Isaias Felix addressed the Board about the rezoning and his support of map 2.

Miss Naya Montealvo addressed the Board about the rezoning from a student's point of view and her support of map 2 due to the reduction of travel time for students.

Ms. Christina Garcia addressed the Board about the rezoning and her support of map 2.

Ms. Danielle Bramall addressed the Board about the rezoning and her support of map 2.

Mr. Steven Hurst addressed the Board about the rezoning and his support of map 2.

Mr. Jason Colunga addressed the Board about the rezoning and his concerns with map 2 and his support of map 1.

8. INFORMTION ITEMS

8. A GOAL: PLANNING

8. A-5 COVID-19 Return to School Update

Ms. Kaminski asked if the kids that are reported as having COVID are they being tested for the flu. Dr. Randle said that is a parent's decision, we don't require it. She asked what our requirements were. Dr. Bowen explained the return to school and work guidelines. She said those that are being quarantined can return to school after their 14 days are up. She said for a student that has been confirmed by a lab test, they must be so many days symptom free, so many days from exposure, and so many days fever free without medication. Ms. Kaminski asked about tracking, do we ask why they tested positive. Dr. Bowen said yes, we ask what prompted the test. She said we can only do contact tracing within the school district, and the county is notified of each positive case. Ms. Kaminski said she has a big concern with the flu season that we are not necessarily saying that it's COVID, she asked if there is any way we can ask them if they were tested for the flu at the same time. Dr. Bowen said we have not and she does not know if we are in a position to ask. The flu is an illness we have had in the past and we don't ask them about testing for that. It is up to their appropriate provider to determine if that is a necessary course of action.

Ms. Kaminski asked if a child is complaining of stomach problem, a headache, and runny eyes about an hour before school is dismissed; are they allowed to stay in the classroom and sleep it off. Dr. Bowen said the expectation is they should be sent to

the nurse and the parent will be contacted. Dr. Randle said there are places on campus the kids can be isolated.

Ms. Kaminski asked for an explanation of how they receive their lunches. Ms. Tomas said they go through the line and pick up their meal and go into the cafeteria or another space within the school. Ms. Kaminski asked what the protocol is if a child throws up in the cafeteria line. Mr. Juntti said there is already existing protocols for when a student becomes ill, the cafeteria and custodial staff are trained in this area. Once the area is cleaned, the line will be opened back up.

Ms. Kaminski asked about the athletic situation and the tickets and our interpretation of the UIL mandate. Ms. Nelson said the UIL mandate is that we cannot exceed 50% capacity at any facility and asked us to close every other row of the bleachers and account for seats to be 6 feet apart between family groups. She said that all of the facilities have been marked this way. She said all seats have been counted at our facilities, so they are aware of the capacity. They compared this number to the number of students they have at those schools in those sports before they crafted their ticketing plan. The goal is that the participants have the first opportunity to have fans at those activities. She said when they started comparing the capacity at the junior high gyms and stadiums, they started to see they were going to be pushing some of those capacities. She said she didn't want to create a situation where the first people that were at the venue had the opportunity to buy the ticket and if a parent arrived late, because they were coming from work, and didn't have an opportunity to buy a ticket. She said each of our junior high athletes receive 1 ticket ahead of time to give that to their parent; when they arrive at the game, they are able to cash that ticket in. The ticket is paid for when it is used. They know they have a guaranteed seat and we know how many tickets we have given out and we can control our crowd sizes. She said this has also been done with high school volleyball. She said we are only seating fans within LCISD. She said if Lamar plays Terry in volleyball, half the available seats would be given to both campuses. If we are playing another district, our school would have all the available seats in the gym. She said in turn our fans are not going to other districts. Ms. Nelson said for varsity football, a link will be sent to parents on Sunday and an allotment of tickets will be available online and they will be allowed to purchase up to 2 tickets. On Monday, a link will be sent to the drill team, cheerleading, and band parents so they have the opportunity to purchase tickets. If there are tickets remaining on Tuesday, they are made available to the public. She said the streaming camera at Traylor Stadium has been installed and the games will be streamed live online. She said we have the capacity to stream events from the high school competition gyms and the natatorium.

Mr. Welch asked about middle school and junior high outdoor events, and the 1 ticket per family policy and why can they not bring their lawn chairs to watch. Ms. Nelson said one of charges that UIL has given us is to ensure that we provide an entry and exit path for all participants that keeps them separated from the fans. She said we are not screening our fans individually the way our students are screened each day. We are inviting these fans in to attend the games.

Ms. Kaminski asked who would be monitoring fans to ensure they are wearing masks. Dr. Randle said it is everyone that will be monitoring.

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

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 8:29 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Mandi Bronsell	**Joe Hubenak**
Vice President of the Board of Trustees	**Secretary of the Board of Trustees**

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 17th day of September 2020, 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 Vice President of the Board of Trustees, Ms. Mandi Bronsell, at 7:00 p.m.

Members Present:

Mandi Bronsell	Vice President
Joe Hubenak	Secretary
Kay Danziger	Member
Kathryn Kaminski	Member
Alex Hunt	Member
Jon Welch	Member

Members Absent:

Joy Williams	President

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
Kevin McKeever	Executive Director of Facilities & Planning
Clay Grover	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 and pledge to the Texas Flag were recited.

3. PUBLIC COMMENT

Mr. Matthew Tucker addressed the Board about rezoning and his support of map 1.

Ms. Laura Ham addressed the Board about rezoning and her support of map with 28A included.

Ms. Jennifer Lane thanked the Board for their leadership. She thinks it should be fair for all fans to attend outdoor sporting events, she said this virus is not an outdoor virus. She thinks we have ample room at all the football fields for parents to attend and bring their chairs. She said she doesn't think it is fair to give one ticket to a student and have to decide who to give that ticket to. She said she's consulted with medical professionals that feel that masks don't need to be worn by the football players. She wants the Board to seriously consider and challenge UIL for them to not to control the decisions of local school boards.

Ms. Christal Murphy addressed the Board about rezoning and her support of map 2.

Ms. Maria Colunga addressed the Board about rezoning and her support of map 1.

Miss Marisol Colunga addressed the Board about rezoning.

Mr. Larry Todd addressed the Board about rezoning and his support of map 2.

Ms. Christina Garcia addressed the Board about rezoning and to keep all of Carter 100% together.

Ms. Jessica Roback addressed the Board about rezoning and for the Board to look at the maps and see if they balance the objectives.

Mr. Steven Hurst addressed the Board about rezoning and his support of map 2. He said the Kendleton officials were not aware that map 1 was even going to be reconsidered and they were not able to attend tonight's meeting.

Mr. Jason Colunga addressed the Board about rezoning and use the demographer's data and his support of map 1.

5. APPROVAL OF MINUTES

A. AUGUST 20, 2020 - SPECIAL MEETING

B. AUGUST 20, 2020 - REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Mr. Welch that the Board of Trustees approve the minutes of August 20, 2020 Special Meeting and August 20, 2020 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee did not meet but wanted to report the status of projects in the District.

Mr. Welch reported that he was at George Ranch on the first day of school and the atmosphere was very relaxed.

8. SUPERINTENDENT REPORTS

a. Meetings and Events
b. Information for Immediate Attention

Dr. Randle reported we are in week 4 of opening of school and he said the staff has been working hard to make everything go smoothly. He said the teachers have been putting in lots of hours; as well as, our custodians, child nutrition staff, and everyone that is involved have all worked extremely hard. He wanted to make sure we recognize the fact that it is working because they are working, and he appreciates that.

ACTION ITEMS FOR CONSENT OF APPROVAL: 7. A-2 – 7. A-5; 7. B-1 – 7. B-3; 7. B-5; 7. B-8 – 7. B-11; and 7. C-1.

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

7. A GOAL: INSTRUCTIONAL

7. A-2 Approval for submission of an asynchronous learning plan to the Texas Education Agency for the 2020-2021 school year

Approved submission of an asynchronous learning plan designed to support the District's virtual learners throughout the 2020-2021 school year.

7. A-3 Approval of an updated articulation agreement with Wharton County Junior College (WCJC) for the Certified Nurse Aide (CNA) course

Approved the updated articulation agreement submitted by Wharton County Junior College (WCJC) for Continuing Education credit and certification opportunities for Career and Technical Education (CTE) Certified Nurse Aide (CNA) students in Lamar CISD. (See inserted pages 24-A - 24-E.)

7. A-4 Approval of the 2020-2021 Memorandum of Understanding with Memorial Hermann Sugar Land and Lamar Consolidated Independent School District

Approved the service agreement with Memorial Hermann Sugar Land. (See inserted pages 24-F - 24-I.)

7. A-5 Approval of an updated dual credit partnership agreement with Wharton County Junior College (WCJC) for Technical dual credit

Approved the updated dual credit partnership agreement submitted by Wharton County Junior College (WCJC) for continued technical dual credit opportunities for Career and Technical Education (CTE) students in Lamar CISD. (See inserted pages 24-J - 24-M.)

7. B GOAL: PLANNNG

7. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

7. B-2 **Acceptance of Certificate of Excellence in Financial Reporting**

Reviewed and accepted the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2019 (School Year 2018-19).

7. B-3 **Approval of resolution regarding closure of schools due to inclement weather**

Approved a resolution regarding the closure of schools from Wednesday, August 26, 2020 through Friday, August 28, 2020, authorized the Superintendent of Schools to revise the calendar as necessary and apply to the Texas Education Agency (TEA) for a waiver of missed instructional minutes and authorized the payment of employees and long-term substitutes. (See inserted page 25-A.)

7. B-5 **Approval of resolutions proclaiming:**

a. Character Counts Week

Approved the attached resolution proclaiming October 18 - 24, 2020 as "Character Counts Week" in the Lamar Consolidated Independent School District. (See inserted page 25-B.)

b. Custodial Worker Recognition Week

Approved the attached resolution proclaiming September 28 – October 2, 2020 as "Custodial Worker Recognition Week" in the Lamar Consolidated Independent School District. (See inserted page 25-C.)

c. Human Resources Day

Approved the attached resolution proclaiming October 14, 2020 as "Human Resources Day" in the Lamar Consolidated Independent School District. (See inserted page 25-D.)

d. Red Ribbon Week

Approved the attached resolution proclaiming October 23 – 31, 2020 as "Red Ribbon Week" in the Lamar Consolidated Independent School District. (See inserted page 25-E.)

e. Safe Schools Week

Approved the attached resolution proclaiming October 17 – 23, 2020 as "Safe Schools Week" in the Lamar Consolidated Independent School District. (See inserted page 25-F.)

f. School Bus Safety Week

Approved the attached resolution proclaiming October 19 – 23, 2020 as "School Bus Safety Week" in the Lamar Consolidated Independent School District. (See inserted page 25-G.)

g. School Lunch Week

Approved the attached resolution proclaiming October 12 – 16, 2020 as "School Lunch Week" in the Lamar Consolidated Independent School District. (See inserted page 26-A.)

7. B-8 Approval of HVAC test and balance for Jane Long Historic gymnasium renovations

Approved Engineered Air Balance for the HVAC test and balance service for the HVAC Web Controls for the Jane Long Historic gymnasium renovations in the amount of $22,555 and authorized the Board President to execute the agreement. (See inserted pages 26-B - 26-C.)

7. B-9 Approval of the commissioning agent for Jane Long Historic gymnasium renovations

Approved Estes, McClure & Associates as commissioning agent for Jane Long Historic gymnasium renovations in the amount of $11,000 and authorized the Board President to execute the agreement. (See inserted pages 26-D – 26-F.)

7. B-10 Approval of abatement monitoring services for Jane Long Historic gymnasium renovations

Approved Environmental Solutions, Inc. (ESI) for abatement monitoring services for the renovations at Jane Long Historic gymnasium in the total amount of $4,325 and authorized the Board President to execute the agreement. (See inserted pages 26-G - 26-K.)

7. B-11 Approval of setting Masonic cornerstone for Dr. Thomas E. Randle High and Harry Wright Junior High Schools

Approved a request from Rosenberg Masonic Lodge #881 and Morton Masonic Lodge #72 to lay cornerstones for the Dr. Thomas E. Randle High and Harry Wright Junior High Schools.

7. C GOAL: PERSONNEL

7 C-1 Approval of new appraisers for teaching staff

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

7. A GOAL: INSTRUCTIONAL

7. A-1 Consider approval to submit a state waiver to the Texas Education Agency

It was moved by Ms. Danziger and seconded by Mr. Hunt that the Board of Trustees authorize the Superintendent to submit a class size waiver to the Texas Education Agency.

Ms. Kaminski said she knows we do this waiver every year, but during this COVID time she believes we should be encouraging the small class sizes. She is concerned about assigning teachers more students via virtual, she has been told that some have 20-22

kids. She said with COVID we should be doing safe distancing. She said she is concerned about this and knows we have to be innovative when we have 1 or 2 extra students and the campus may not have the extra budget to hire the extra teacher. She said there is always ways to make the classes smaller. She asked if a teacher as 1, 2, or 3 extra students if they will get someone to come and help them. Dr. Bowen said generally speaking no, but there are some instances the principal will do some creative things. Dr. Randle reminded the Board that the waiver allows the District to make these decisions, if we don't have the waiver in place we are in violation. Ms. Danziger reminded the Board that the two for Adolphus were being hired and asked if more students move to on campus, will they shift teachers. Dr. Bowen said yes if the student numbers shift, staff may need to be shifted to meet the needs of our students. She said in many instances the teacher teams get together and say they don't want to split and divide the students. The campuses work through these cases as they come up.

Voting in favor of the motion: Ms. Danziger, Ms. Bronsell, Mr. Hubenak, Mr. Hunt, and Mr. Welch

Voting in opposition: Ms. Kaminski

The motion carried.

7. B GOAL: PLANNING

7. B-4 Consider ratification of items approved under delegation of authority during the COVID-19 emergency

It was moved by Ms. Danziger and seconded by Mr. Welch that the Board of Trustees ratify the acquisition or purchase of goods and services required to date to respond to the COVID-19 Emergency (by means other than those prescribed in Texas Education Code Section 44.031 or Texas Government Code Chapter 2269) and amendments to the General Fund budget for emergency expenditures relating to the reporting of schools for the 2020-21 school year.

Ms. Kaminski said it was brought to her attention that teachers are being asked to ration some of the PPE supplies. She asked if the cost is charged to each campus. Mr. Juntti said the District provides PPE to all the campuses with not cost to the individual campus. Dr. Randle said if someone has a concern, they should contact Maintenance & Operations.

The motion carried unanimously.

7. B-6 Consider approval of Superintendent SMART Goals for 2020-2021

It was moved by Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees approve the Superintendent SMART Goals for 2020-2021.

Mr. Welch asked if it was accurate that the objectives are the same as last year, but the goals are different. Dr. Randle said that was correct. He asked for an update on doing the promotional video to attract more home buyers to the area. Dr. Rockwood said this video was published and viewed by thousands.

Ms. Kaminski asked if the early childhood associates degree is included under CTE. Dr. Mossige said yes, it is part of the industry certifications.

Ms. Kaminski asked about the facility safety and how that is being done during COVID. Dr. Rockwood said alternative guidance has been given during COVID.

The motion carried unanimously.

7. B-7 Consider approval of Lamar CISD zoning committee recommendations for Randle High School and Wright Junior High School

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the 2019-2020 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Randle High School and Wright Junior High for the 2021-2022 school year, as presented.

Ms. Danziger said the main difference between a lot of the maps is what will be done with the Reserve, Bonbrook, and Kendleton. She said they are right when you start looking at the low SES some are broken down better than others. She doesn't think the low SES should be what defines how good a school is. She said it is what goes on in the schools and how well the students, principal, and teachers work. She said she looks at the numbers projected for the future, she said it seems like we over utilize a couple of schools very quickly. She said she doesn't want to hurt schools now just because of what we think we might do later, that is her concern. She said their job tonight is to see what they can do to make the least amount of movement of students but make it fair.

It was moved by Ms. Danziger and seconded by Mr. Welch that the Board of Trustees strike the first motion and amend to consider option 2.2.

Mr. Hunt asked if there was any discussion in the meetings about leaving 43A, which is the area behind Lowe's, at Terry High School. This would increase their numbers and get them closer to what their actual capacity is. Ms. Danziger said that option 1 has them staying at Terry. Dr. Rockwood said that 43A remains at Terry in option 1. Dr. Randle said to answer your question it was discussed; he thinks it was discussed because it was moved from option 1 to some of the other options.

The amendment carried unanimously.

The amended motion carried unanimously.

8. INFORMATION ITEMS

8. A GOAL: PLANNING

8. A-1 Tax Collection Report

8. A-2 Payments for Construction Projects

8. A-3 Bond Update
a. 2014
b. 2017

8. A-4 School Resource Division Update

8. A-5 COVID-19 Return to School Update

Ms. Kaminski asked if the flu shots are available to all the teachers and staff. Dr. Rockwood said we are currently working with the health department to provide that service to our staff. She asked if anything is being sent out to the parents suggesting that they speak to their physicians about their children receiving the flu shot. Dr. Rockwood said the nurses do a lot of work around the flu season.

Ms. Danziger asked if a teacher does have to quarantine if they have been exposed, do they have to show anything that shows they were tested in order to come back. Dr. Bowen said no they just need to go through the quarantine period and then answer that they are not ill.

8. A-6 Transportation Update

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 55.071, 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 employment of Director of Career & Technology
    e. Superintendent Mid-year Review
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 8:59 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:19 p.m.

9. A-1(d) Consider employment of Director of Career & Technology

It was moved by Mr. Hubenak and seconded by Ms. Danziger that the Board of Trustees approve the recommendation of Kayse Lazar as the Director of Career & Technology. The motion carried unanimously.

FUTURE AGENDA ITEMS

Information Item on timeline to review the Master Plan Principles

UPCOMING MEETINGS AND EVENTS

TASA/TASB virtual

Press Box walk thru

ADJOURNMET

The meeting adjourned at 9:23 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Mandi Bronsell **Vice President of the Board of Trustees**	**Joe Hubenak** **Secretary of the Board of Trustees**

8.A.#1. – INSTRUCTIONAL BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF THE 2020-2021 DISTRICT IMPROVEMENT PLAN AND CAMPUS IMPROVEMENT PLANS

RECOMMENDATION:
That the Board of Trustees approve the 2020-2021 District Improvement Plan and Campus Improvement Plans.

IMPACT/RATIONALE:
Per Texas Education Code §11.252, the Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. The Board must annually approve District and Campus performance goals as outlined in the plans and determine that campuses are using appropriate measures to generate success. Additionally, the District and Campus plans support the Texas Education Agency's Strategic Priorities and Enablers per the Every Student Succeeds Act (ESSA) of 2015.

PROGRAM DESCRIPTION:
State and federal legislation requires all districts and campuses to develop annual District and Campus Improvement Plans to target and address student needs. All plans contain a Comprehensive Needs Assessment, which identifies priority areas in need of improvement. Based upon the developed needs assessment, campuses align goals, objectives, strategies, and resources that will be used in the current school year to improve and support student performance.

Additionally, District and Campus Improvement Plans are aligned to and support the tenants of the Texas Education Agency's continuous improvement process, the Superintendent's SMART Goals and the LCISD Strategic Plan. As such, the plans serve as a blueprint for sustaining growth toward meeting increasing state accountability standards.

Plans are provided under separate cover. Upon approval, plans are posted to each campus and the district website for public review. Plans may receive minor amendments from administration throughout the school year to stay in sync with continually evolving campus and student needs.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Brian D. Moore, Director of Research, Assessment, & Accountability
Dr. Marva O'Neal, Director of State and Federal Programs

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

8.A.#2. – INSTRUCTIONAL BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF AFFILIATION AGREEMENT WITH OAKBEND MEDICAL CENTER

RECOMMENDATION:

That the Board of Trustees approve the renewal of the one-year affiliation agreement with OakBend Medical Center.

IMPACT/RATIONALE:

Students in the Health Science Clinical course will receive on-site observation and shadowing experiences with medical professionals through a renewed affiliation with OakBend Medical Center for the 2020-2021 school year.

PROGRAM DESCRIPTION:

Health Science Clinical students will be instructed in relevant curriculum at their home campus by their Health Science teacher and have observational experiences with a health care professional at the affiliated site during class. The District provides student transportation to and from the location with their teacher during their class period. Students do not receive payment and will rotate through different specialty areas of the hospital as designated.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

AND

OAKBEND MEDICAL CENTER

AFFILIATION AGREEMENT

THIS AGREEMENT is entered into and is effective as of the 15th day of October 2020, by and between Lamar Consolidated ISD through the Board of Regents, hereinafter referred to as ("District") and OakBend Medical Center, a Texas nonprofit corporation ("Hospital"). District and Hospital shall be known collectively as "the Parties" and singularly as "a Party" or "the Party".

WHEREAS, the Parties seek to provide clinical and educational experiences for students ("Students") enrolled in the Programs listed in Attachment "A" at District which are incorporated herein and made a part of this Agreement; and

WHEREAS, it is agreed by the Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize the Facilities for clinical educational purposes.

WHEREAS, the District as an institution of education, maintains and provides curriculum and training to qualified students in its Programs; and

WHEREAS, it is mutually recognized that the Hospital and District have certain objectives in common, namely; (a) the educating and training of health care personnel, (b) advancement of knowledge in the field of healthcare, (c) the promotion of personnel and community health, (d) the training and preparation of qualified health care individuals in the areas described in the Programs, and that each can further these objectives in a large measure and more effectively through the provisions of the Affiliation Agreement; and

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

RESPONSIBILITIES OF DISTRICT

District shall fulfill the following terms, obligations, and covenants:

(1) Inform Hospital of the name, address, and phone number of a Program Director who will be available to assist with Hospital personnel and Students of the Program and who will be responsible for maintaining ongoing contact with Hospital's designated representative;

(2) Develop, organize, and assist Hospital in implementing and operating a Program that is suitable to each Student;

(3) Acquaint Hospital's designated representative with methods, objectives, goals, and specifics of the Program;

(4) Assign to Hospital only Students who have fulfilled all prerequisites for the clinical experience and provide Hospital with information requested by Hospital about the Student;

(5) Assign only the number of Students mutually agreed upon by Hospital and District;

(6) Notify Hospital as soon as possible of the names and arrival dates of Students**;**

(7) Provide evidence (attached as Attachment B) that each Student and faculty member who participates in the Program is covered by adequate professional liability insurance or self-insurance in an amount not less than $1,000,000 per claim and $3,000,000 in the aggregate. District shall cause Hospital to be named as an additional insured on such District's policy or policies of insurance or evidence of self-insurance;

(8) District represents and warrants that it and each of its faculty, professionals and paraprofessionals providing services under this Agreement holds and will hold all unrestricted and valid licenses, permits, registrations, and certifications required under Texas law. District shall provide copies of such upon request.

(9) Require Students to provide transportation, appropriate supplies, and uniforms, as applicable;

(10) Inform Students about their obligation to adhere strictly to all applicable administrative policies, procedures, rules, standards, schedules, and practices of Hospital;

(11) District acknowledges that certain information it and its Students will acquire from Hospital is of a special and unique character and constitutes Confidential Information. For purposes of this Agreement, Confidential Information means all patient information and any information, not generally known about the business or not readily ascertainable by proper means by others, including competitors or the general public, and includes trade secrets. Having acknowledged the foregoing, District agrees to and shall use best efforts to ensure that Students (a) exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to Hospital's Confidential Information as District exercises with respect to its own Confidential Information; and (b) not, directly or indirectly, disclose, copy, transfer or allow access to any Confidential Information of Hospital. Not withstanding anything to the contrary herein, District may disclose Confidential Information to its employees and to third parties performing services for such party related to the purposes of this Agreement who have need to know and who have a legal duty to protect such Confidential

Information. In addition to the foregoing obligations, Hospital agrees not to demonstrate or reveal any Confidential Information, to any known competitor, without the prior written consent of the other party. District warrants that District will train its faculty members who are supervising Students about their obligation to maintain confidentiality of all Hospital matters. District further warrants that District will train Students on Student's responsibility to maintain confidentiality. **District shall use its best efforts to ensure patient confidentiality. This Confidentiality provision shall survive termination of this Agreement.**

(12) Inform Students and faculty members who are supervising Students about their obligation to maintain confidentiality of Protected Health Information. Protected Health Information means patients individually identifiable health information that is or has been electronically transmitted or electronically maintained by Hospital that is provided by Hospital to Student or to District.

To the extent that the parties electronically transmit or maintain Protected Health Information, then the parties agree to comply with each applicable standard and regulation when finalized of Public Law 104-191, the Health Information Portability and Accountability Act of 1996 ("HIPAA"), as may be amended.

Except as permitted by this Agreement, District will not use or further disclose, and will institute appropriate safeguards designed to prevent such use or disclosure of, Protected Health Information. If requested by Hospital in writing, District will amend or correct Protected Health Information as required pursuant to the Privacy Regulations. Privacy Regulations means those proposed provisions of 45 Code of Federal Regulations Sections 160 through 164, and any amendments thereto.

District will report to Hospital any use or disclosure of Protected Health Information for any purpose not contemplated by this Agreement, of which District becomes aware.

District will make Protected Health Information available to an individual who requests inspection or a copy of Protected Health Information about himself or herself, as required pursuant to the Privacy Regulations.

Upon written request, District will make available to the Secretary of Health and Human Services this Agreement and District's books, documents and records directly related to the performance of District's obligations under this Agreement, to enable the Secretary to certify the nature and extent of Hospital ' s compliance with the Privacy Regulations.

District will return or destroy all Protected Health Information received from the Hospital, which District maintains in any form at the termination of this Agreement; and incorporate any amendments or corrections to the Protected Health Information, which may be requested pursuant to the Privacy Regulations.

District warrants that District will train its faculty members who are supervising Students about their obligation to maintain confidentiality of Protected Health Information. District further warrants that District will train Students on Student's

responsibility to maintain confidentiality of Protected Health Information. **This Article 1.12 shall survive termination of this Agreement.**

(13) Upon notice to District, inform Hospital of any adverse circumstances to which Hospital may be exposed because of the activities or health status, including the mental health status, of a Student. In the event that a Student develops a physical and/or mental impairment that interferes with his/her ability to perform expected tasks in the hospital setting the School will refrain from sending the student to the Facility for clinical experience;

(14) Upon notice to District, notify Hospital of any complaint, claim, investigation, or lawsuit involving a Student that is related to clinical experiences provided under this Agreement;

(15) Notify Students about their obligation to comply with Hospital policies and procedures, state law, and OSHA blood borne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;

(16) Maintain documentation of Student's health status, proof of current vaccinations, **negative tuberculosis immunization** status and annual influenza vaccination. At the request of Hospital, District shall provide evidence of documentation;

(17) Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student;

(18) District shall until expiration of four (4) years after the furnishing of services under this Agreement, the Secretary of the Department of Health and Human Services and the Comptroller General of the United States, or the designees or duly authorized representative of either of them shall have access to all books and records of District pertaining to the subject matter of this Agreement and the provision of service under it, in accordance with the criteria presently or hereafter developed by the Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980. Upon request by governmental authority, District shall make available (at reasonable times and places during normal business hours) this Agreement, and all books, documents and records of District that are necessary to verify the nature and extent of the costs and services provided by District furnished in connection with this Agreement.

In the event of any request for the District's or related subcontractors' books, documents, and records is made by a third party, the District or any subcontractor related to the District shall promptly give notice of such request to the Hospital and provide the Hospital with a copy of such request, and, thereafter, consult and cooperate with the Hospital concerning the proper response to such request. Additionally, the District or any subcontractor related to the District shall provide the Hospital with a copy of each book, document, and record made available to one or more of the persons and agencies above or shall identify each such book, document, and record to the Hospital and shall grant the Hospital access thereto for review and copying. This provision shall survive termination of this Agreement.

(19) Hospital requires and District agrees to (a) train its employees on applicable laws; (b) provide Hospital, its employees, and agents access to billing documentation related to services provided under this agreement; (c) participate in contract and claims audits upon reasonable request, (d) cooperate and assist during any internal compliance review, investigation, monitoring protocol and/or

audit, without regard to whether the review, investigation, or audit occurs before or after termination of the Agreement;

(20) District is obliged to notify Hospital of any violation of any applicable law, regulation, or third party payer requirement, immediately after District, its employees, or agents become aware of it, without regard to whether District or its employees or agents become aware of during the term hereof and without regard to whether District, its contractor or its employees are involved or merely a witness. Such notification can be given through any of the following methods: (a) anonymously through the Hospital's corporate compliance and privacy hotline (281) 341-3016); (b) by contacting the Corporate Compliance Officer, Loretta Flynn (281) 633-4058; or (c) by contacting Hospital's Comptroller, Susan Carruth (281) 633-4080. District shall use its best efforts to ensure that its Students comply with this Article 1.20;

(21) District shall comply and shall ensure that its Students comply with all federal, state and local laws, regulations and governmental orders in providing items or services pursuant to this Agreement;

(22) District shall comply and use its best efforts to ensure that its Students comply with Joint Commission on Accreditation of Hospital Organizations (The Joint Commission) requirements and state or national professional ethical guidelines; and

(23) District, in accordance with Section 4304 of the Balance Budget Act, acknowledges that Hospital is prohibited from contracting with a person or entity that has been excluded from a federal health care or a state health care program (collectively "Governmental Programs"). District represents and warrants that District is not excluded from any Governmental Programs on the *Effective Date* of this Agreement and agrees that it will not perform any act that will cause it to be excluded during the term of this Agreement. District also represents that if it or an employee who provides items or services under this Agreement becomes excluded from any Governmental Programs that it will promptly notify Hospital. District represents to Hospital that no final adverse action by the federal government has occurred or is pending or threatened against the District, its affiliates, or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. District agrees to check the Office of Inspector General's List of Excluded Entities and Providers and the General Services Administration List of Debarred Contractors to assure that its employees, contractors and agents have not been excluded from participation in federal health care programs. District acknowledges failure to comply with any provisions of this Article 1.23 shall be considered a breach of contract and is grounds for immediate termination.

ARTICLE II
OBLIGATIONS OF HOSPITAL

Hospital shall fulfill the following terms, obligations, and covenants:

(1) Provide necessary instruction for prescribed clinical experiences for Students, as agreed upon by both Parties;
(2) Where appropriate, provide qualified supervisory personnel to work in conjunction with the Program Faculty;
(3) Report any unsatisfactory conduct or performance of a Student in a form prescribed by District; and
(4) Permit designated faculty members the right to observe Students at the Hospital.

ARTICLE III
OBLIGATIONS OF THE PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

(1) Neither District, Students, nor any District personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint ventures of Hospital;

(2) Hospital is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Hospital, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Hospital;

(3) Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another;

(4) Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;

(5) Hospital shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, or health status for provision of patient care to participate in the Program; and

(6) To the extent permitted by the constitution and laws of the State of Texas and without the waiver of sovereign immunity to which District is or may be entitled to assert, District shall indemnify and hold Hospital harmless from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of or from any negligent acts or omissions by Students or District personnel who are engaged in activities at Hospital that are directly related to the Program. This indemnification provision shall survive termination of this Agreement.

ARTICLE IV
TERM AND TERMINATION

(1) This Agreement shall be effective for one (1) year and may be extended upon mutual consent of both parties hereto evidenced in writing for additional one-year terms, unless sooner terminated in accordance with applicable provisions of this Agreement.

(2) Any breach of the covenants stated in Article I of this Agreement by District shall be considered a material breach of this Agreement. In the event of a material breach, Hospital shall have the right to terminate this Agreement immediately.

(3) Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement after thirty (30) consecutive days' written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training status will be allowed to complete the stipulated course of study.

(4) Hospital shall further have the right to demand immediate removal of any student or faculty from its premises.

(5) Hospital retains the right to terminate or modify this Agreement in the event that a significant change occurs in any of the following:
   - (a) any applicable health care law or its interpretation;
   - (b) significant payer's payment methodology which affects the continuing viability or legality of the method of doing business under this Agreement;
   - (c) the ability of either party to be reimbursed for services or items provided;
   - (d) District's exclusion from any Governmental Programs; or
   - (e) Hospital staffing.

ARTICLE V
GENERAL PROVISIONS

(1) The Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of alternative dispute resolution, claims, or litigation shall lie exclusively in Sugar Land, Fort Bend County, Texas.

(2) The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.

(3) This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.

(4) Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be considered effective as of the date sent by facsimile transmission and confirmed by telephone, or presented personally, or mailed by certified, return receipt requested mail addressed to:

Hospital:	District:
OakBend Medical Center	
	Lamar Consolidated ISD
1705 Jackson Street	
Richmond, Texas 77469	3911 Avenue I,
	Rosenberg, TX 77471
Attn: Marilyn Phillips, MSN, RN, CNOR	
Vice President / Administrator	Attn: Jon Maxwell
Phone: (281) 633-4089	Phone: 832-223-0363
Fax: (281)239-5428	Fax: 832-223-0201

(5) Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

Notwithstanding anything herein to the contrary, Hospital shall have the right to assign this Agreement and the rights and obligations hereunder to an entity that is controlled by, under control with, or that controls Hospital, or is formed as the result of an internal restructuring of Hospital and/or its affiliates. Any such assignment by Hospital shall be effective without the need for any action on the part of any party other than Hospital and the party to which such permitted assignment is made in order for such assignment by Hospital to be effective.

(6) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.

(7) If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or District or Hospital policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.

(8) A waiver by either Party or the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

(9) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.

(10) This Agreement is entered into by and between the Parties hereto and for their benefit. There is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

(11) Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.

(12) This is the entire Agreement between the Parties with respect to the subject matter covered herein. The Agreement supersedes all other Agreements between the parties. No other agreement, statement, promise, proposal, or understanding, whether written or oral made by either party, or an employee, or agent of either Party, which is not contained in this Agreement, shall be binding or valid unless executed pursuant to the terms and conditions set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of this Agreement.

OakBend Medical Center

By: _____

Marilyn Phillips, MSN, RN, CNOR
Vice President/Administrator

Date: _____

By: _____

Joe Freudenberger
Chief Executive Officer

Date: _____

Lamar CISD

By: _____

Print Name: Dr. Thomas Randle

Title: Superintendent

Date:_____

ATTACHMENT A

The following Programs at District shall assign Students for clinical and educational experience at Facilities under the terms of the Affiliation Agreement effective as of the date written on page one (1) of this Agreement.

- Health Science Clinical students

ATTACHMENT B

SCHOOL NAME

Lamar CISD

MEMORANDUM OF INSURANCE

See Attached

STUDENT BLANKET PROFESSIONAL LIABILITY INSURANCE

CNA 20-21

9/04/2020

First Notice

Lamar CISD
Becky Guntle
3911 Avenue I
Rosenberg, TX 77471-3901

POLICY NUMBER: 0644030367

POLICY TERM: 10/01/2020 to 10/01/2021

It's time to renew your Professional Liability Insurance coverage with $1,000,000 per occurrence/$5,000,000 annual aggregate limits of liability. The annual amount due for this year is $382.00
Total amount due includes a $15.00 HPSO Membership Fee.
Please send your payment promptly. Just detach the bill below and return it , along with your payment, in the envelope provided

The enclosed Certificate of Insurance outlines your benefits. Please keep it in a safe place.

You may direct all questions about your coverage or account status to our special customer service line: 1-800-986-4627 .

To activate your coverage, follow these steps,

1. Make check payable to Healthcare Providers Service Organization, for your premium payment. Be sure to include your policy number on your check. To make a payment by credit card, please complete the form below.
2. Detach bill.
3. Mail in envelope provided.

SBRNL1

DETACH HERE

STUDENT BLANKET PROFESSIONAL LIABILITY HERE IS YOUR BILL

Lamar CISD
3911 Avenue I
Rosenberg, TX 77471-3901

DUE DATE:	10/01/2020
AMOUNT ENCLOSED:	

Policy Number: 0644030367
Policy Term: 10/01/2020 to 10/01/2021
Balance Due: $382.00
Payment Options:

☐ Check or Money Order made payable to **HPSO**

☐ Credit Card: ☐ AMEX ☐ Discover ☐ MasterCard ☐ Visa

I hereby authorize Healthcare Providers Service Organization (HPSO) to charge as a "purchase" my insurance premium, for one year, to my American Express, Discover, MasterCard or Visa account number as shown. I understand and agree that premiums will not be paid through my American Express, Discover, MasterCard or Visa account if I am in default under the terms of my account or if my account has been canceled.

☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ____/____ _____ _____

Account Number Expiration Date Signature Date

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 9/04/2020

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0644030367	From: 10/01/20 to 10/01/21 at 12:01 AM Standard Time

Named Insured and Address:

Lamar CISD
3911 Avenue I
Rosenberg, TX 77471-3901

Program Administered by:

Nurses Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-986-4627
www.nso.com

Medical Specialty: School Blanket - Healthcare Provider Students **Code:** 80998

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street
Chicago, IL 60606

Professional Liability $ 1,000,000 **each claim** $ 5,000,000 **aggregate**

Your professional liability limits shown above include the following:

* Personal Injury Liability

Coverage Extensions

Grievance Proceedings	$ 1,000	per proceeding	$ 10,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation	$ 1,000	per deposition	$ 5,000	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid	$ 500	per incident	$ 25,000	aggregate
Damage to Property of Others	$ 250	per incident	$ 10,000	aggregate

Total $ 367.00

Base Premium $367.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board **Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: **Endorsement Date:** Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-144918-A	School Blanket Occurrence Form
CNA79561	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-144931-A42	Cancellation & Non-Renewal Endorsement
G-53752-E42	Texas Policy Holder Notice
CNA80079TX	Texas Policyholder Notice
CNA80608	Health Information Privacy and Notification Costs Endorsement
G-145199-A (03)	Additional Location (SB2)

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Master Policy #: 188711433

Named Insured: Lamar CISD

Policy #: 0644030367

Compensation and Other Disclosure Information

Healthcare Providers Service Organization (HPSO) a registered trade name of Affinity Insurance Services, Inc., exclusively offers the HPSO Program as an agent of CNA and provides services that may include the following: program marketing, underwriting, policy management, billing, risk management and client services on its behalf.

Affinity Insurance Services Inc. is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, Affinity may charge a fee for administrative services. Your signature on your application, quote form, check, and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by Aon. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by contacting member services at 1-800-986-4627.

In addition, premiums paid by Clients to Affinity for remittance to insurers, Client refunds and claim payments paid to Affinity by insurance companies for remittance to Clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, Affinity will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages Affinity and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, Aon may be considered to have an incentive to place your insurance coverages with a particular insurance company.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of $6,000,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against ARS, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" of the "Aon Group"). Nothing in this liability limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any Aon Group Member for a total amount in excess of this liability limitation, then you agree to indemnify ARS for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by ARS or any Aon Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

FATCA Notice: Please go to www.aon.com/FATCA to obtain the appropriate W-9.

SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

ADDITIONAL LOCATION ENDORSEMENT

1. In consideration of the premium paid, it is agreed that the "Named Insured and Address" item of the **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS CERTIFICATE OF INSURANCE** (G-144920-A) is amended by the addition of the following:

Named Insured (if applicable)	Location Address	Prior Acts Date
000. Lamar CISD 3911 Avenue I Rosenberg, TX 77471-3901		
010. 4400 FM 723 Richmond, TX 77406		
020. 8181 FM 762 Richmond, TX 77469		
030. 5500 Avenue N Rosenberg, TX 77471		

2. The **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS** is amended as follows:

   Named Insured as defined in **Section IV. DEFINITIONS**, also includes the School(s) operating at the address shown above. If a **Prior Acts** date is shown opposite a location, then the **Prior Acts Date** on the **Certificate of Insurance** is deleted with respect to such location and replaced by the **Prior Acts Date** shown opposite.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
01	0644030367	Lamar CISD	10/01/2020

SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

ADDITIONAL LOCATION ENDORSEMENT

1. In consideration of the premium paid, it is agreed that the "Named Insured and Address" item of the **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS CERTIFICATE OF INSURANCE** (G-144920-A) is amended by the addition of the following:

Named Insured (if applicable)	Location Address	Prior Acts Date
000. Lamar CISD 3911 Avenue I Rosenberg, TX 77471-3901		
010. 4400 FM 723 Richmond, TX 77406		
020. 8181 FM 762 Richmond, TX 77469		
030. 5500 Avenue N Rosenberg, TX 77471		

2. The **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS** is amended as follows:

   Named Insured as defined in **Section IV. DEFINITIONS**, also includes the School(s) operating at the address shown above. If a **Prior Acts** date is shown opposite a location, then the **Prior Acts Date** on the **Certificate of Insurance** is deleted with respect to such location and replaced by the **Prior Acts Date** shown opposite.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
02	0644030367	Lamar CISD	10/01/2020

SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

ADDITIONAL LOCATION ENDORSEMENT

1. In consideration of the premium paid, it is agreed that the "Named Insured and Address" item of the **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS CERTIFICATE OF INSURANCE** (G-144920-A) is amended by the addition of the following:

Named Insured (if applicable)	Location Address	Prior Acts Date
000. Lamar CISD	3911 Avenue I Rosenberg, TX 77471-3901	
010.	4400 FM 723 Richmond, TX 77406	
020.	8181 FM 762 Richmond, TX 77469	
030.	5500 Avenue N Rosenberg, TX 77471	

2. The **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS** is amended as follows:

   Named Insured as defined in **Section IV. DEFINITIONS**, also includes the School(s) operating at the address shown above. If a **Prior Acts** date is shown opposite a location, then the **Prior Acts Date** on the **Certificate of Insurance** is deleted with respect to such location and replaced by the **Prior Acts Date** shown opposite.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
03	0644030367	Lamar CISD	10/01/2020

8.A.#3. – INSTRUCTIONAL BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF THE 2020-2021 SERVICE PROVIDER AGREEMENT WITH AVAIL SOLUTIONS

RECOMMENDATION:

That the Board of Trustees approve the service provider agreement between Avail Solutions and Lamar Consolidated Independent School District for crisis hotline services during the 2020-2021 school year.

IMPACT/RATIONALE:

Avail Solutions will provide a 24-hour, seven day a week crisis line service for students, faculty, and families of the Lamar Consolidated Independent School District.

PROGRAM DESCRIPTION:

Avail Solutions offers a crisis line staffed by qualified mental health professionals (QMHP) who have been certified to manage crisis and assist with the mental health needs. Each crisis counselor is a credentialed mental health professional. Avail Solutions' staff is available to receive crisis calls 24 hours a day, 7 days a week. Their ability to support students and families, as well as provide baseline prescriptive data on emotional issues facing the district, helps Lamar CISD not just respond in times of crisis, but provide informed resources through education.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

SERVICE PROVIDER AGREEMENT WITH
AVAIL SOLUTIONS, INC.
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SCHOOL YEAR 2020-2021

SERVICE DESCRIPTION

Avail Solution will provide a 24 hour seven day a week crisis line service for students, faculty and families of the Lamar Independent School District.

PARTNERSHIP RATIONAL

Avail Solutions offers a crisis line staffed by qualified mental health professionals (QMHP) who have been certified to manage crisis and assist with the mental health needs. ***Each crisis counselor is a credentialed mental health professional***. Avail Solutions' staff is available to receive crisis calls 24 hours a day, 7 days a week. Their ability to support our students and families, as well as provide baseline prescriptive data on emotional issues facing our district helps LCISD not just respond in times of crisis but provide informed resources through education. LCISD students and families need the support of a reliable crisis hot-line

SERVICES PROVIDED:

Avail Solutions will:

1. Have a dedicated Direct Inward Dialing (DID) number for crisis line service callers.
2. Have access to a LCISD crisis team and local emergency response resources (i.e. local law enforcement).
3. Maintain an ongoing call log and Inquiry/Crisis Response form on all calls.
4. Adhere to HIPPA guidelines in conducting business.
5. Provide the following reports to LCISD Support Services:
    - **a.** Monthly crisis line statistics
    - **b.** Other reports deemed appropriate by all parties
6. Employ bilingual staff and utilize them for family members who speak only Spanish and utilize Language Line which covers over 70 different languages.
7. Meet minimum performance standards of:
    - **a.** At least 99 percent of calls answered by the fourth ring or an automated call pick-up system.
    - **b.** No incoming calls receive a busy signal.
    - **c.** At least 80 percent of calls must be answered by crisis line staff within 30 seconds.
    - **d.** The call abandonment rate is seven percent or less.
    - **e.** The average hold time is two minutes or less
8. Pass ongoing quality assurance audits to ensure the minimum standards are met.
9. Hire qualified mental health professionals (QMHP) to answer all calls to the crisis line.
10. Utilize their internal quality improvement process to evaluate continual performance monitoring and improvement.
11. Be accredited by the American Association of Suicidology.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT WILL:

1. Provide Direct Inward Dialing (DID) to Avail Solution's DID
2. Director of Student Support Services will coordinate the service between LCISD and Avail Solutions.
3. Report any and all concerns to Avail Solutions concerning services provided.

4. Participate in quarterly conference call to review the services and any issues needing to be addressed
5. Agrees to accept Avail Solutions' policies in providing crisis services to LCISD students.

CONFIDENTIALITY

Avail and each of Avail's employees must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in the federal Family Educational Rights and Privacy Act (FERPA). Contractor also agrees that he/she may be held professionally and personally liable for violation of this Act. Subject to the Texas Public Information Act (TPIA) and similar legal requirements which may require LCISD to release documents and other information, neither Party shall disclose any confidential information obtained from the other party without such Party's prior written approval and Contractor shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and LCISD policies.

PROPOSED COST OF SERVICES

Payment for services will be $300 per month until the agreement is canceled by either party with a minimum of a thirty (30) day notice. LCISD will apply funds secured through a grant from the George Foundation in the amount of $3000.00 and absorb the remaining $600.00 through the annual Student Services budget.

MOU DURATION

This project will have a proposed duration of 12 months from the start date, and can be extended with the agreement of both parties. Proposed start date is October 1, 2020.

_____ _____

Ms. Janie Harwood Date
Avail Solutions, Inc.
Chief Executive Officer

_____ _____

Dr. Thomas Randle Date
Superintendent
LCISD

8.A.#4. – INSTRUCTIONAL BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL TO MODIFY THE 2020-21 SECONDARY STUDENT HANDBOOK

RECOMMENDATION:

That the Board of Trustees approve modifying the guidelines for a UIL participation waiver in the 2020-21 Secondary Student Handbook.

IMPACT/RATIONALE:

As required by the current Board Policy FM (LEGAL), a student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100. The suspension and reinstatement do not apply to an advanced placement course or International Baccalaureate course, or to an honors or dual credit course in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English.

The language in the Secondary Student Handbook includes stricter standards. It specifies that students who fail a Pre-AP/AP course with a grade between 60 and 69 may apply for a waiver which will allow them to continue to participate in extracurricular activities. Such a waiver may be granted only one time per course per calendar school year.

A team of teachers, Athletics Coaching staff, Fine Arts Directors, campus and district administrators worked as a committee to review the current practice as stated in the Secondary Student Handbook. The committee concluded that the policy outlined in the handbook is negatively impacting the pipeline for students in the Advanced courses. Specifically, students are discouraged to take advanced courses due to the fear of losing their eligibility to participate in UIL extracurricular activities.

Based on the suggestion of the UIL waiver review committee, the administration is recommending the removal of the additional requirements in the Secondary Student Handbook and match the language of the current Board Policy FM (LEGAL).

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

8.A.#5. – INSTRUCTIONAL BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL TO TEMPORARILY MODIFY REQUIREMENTS OF BOARD POLICY EIAA(LOCAL) and THE 2020-2021 SECONDARY STUDENT HANDBOOK

RECOMMENDATION:
That the Board of Trustees approve modifications to the guidelines for semester exam exemption and remove the attendance requirement in Board Policy EIAA(LOCAL) for the 2020-2021 school year.

IMPACT/RATIONALE:

As required by the current Board Policy EIAA(LOCAL), a student shall have no more than three absences in a class in order to qualify for an exemption from the semester examinations for that class.

Due to the challenges with COVID 19, students are absent for COVID19 related illness or quarantine for possible exposure to the COVID19 virus. In order to respond to the current challenges resulting from COVID-19, the administration is recommending a one-time modification to the semester exam exemption policy and remove attendance from the exemption requirement, but grades and discipline requirements will remain.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT

JUNE 2020 THROUGH AUGUST 31, 2020

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending August 31, 2020.

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, RTSBA, Director of Budget and Treasury
Michele Reynolds, CPA, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending August 31, 2020

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 June 1, 2020 through August 31, 2020.

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 AUGUST 31, 2020

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 August 31, 2020. Pertinent details at August 31, 2020 of each pool in which the District had funds invested follows:

POOL NAME	NET ASSET VALUE %	BOOK VALUE OF POOL	MARKET VALUE OF POOL	LCISD % OF POOL
Texpool	1.00	$24,286,918,023	$24,292,824,106	0.4911%

The dollar weighted average maturity of the pool's portfolio for August 2020 was 32 days.

Lone Star, Government Overnight Fund	1.00	$ 3,868,677,110	$ 3,869,044,333	2.4080%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2020 was 24 days.

POOL NAME	NET ASSET VALUE %	BOOK VALUE OF POOL	MARKET VALUE OF POOL	LCISD % OF POOL
MBIA, Texas CLASS	1.00	$13,481,096,439	$13,484,494,935	0.3747%

The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2020 was 54 days.

Texas Term, Daily Fund	1.00	$3,362,240,921	$3,363,336,376	1.4981%

The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for August 2020 was 48 days.

TexStar,	1.00	$9,465,008,034	$9,466,814,693	0.9892%

The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2020 was 28 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 August 31, 2020. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:

Jill Ludwig, Chief Financial Officer	Yvonne Dawson, Director of Budget & Treasury	Michele Reynolds, Director of Finance
Date: 10/7/2020	Date: 10/7/2020	Date: 10/7/2020

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING AUGUST 31, 2020

DEMAND DEPOSIT ACCOUNT BALANCES[1]	06/30/2020	07/31/2020	08/31/2020
General Fund	1,044,887	3,856,916	838,516
Special Revenue Funds (Combined)	2,232,302	3,629,164	883,482
Debt Service Fund	2,675,241	1,832,790	1,830,262
Capital Projects Fund	328,401	306,336	225,208
Workmen's Compensation and Health Insurance Trust Funds	705,789	1,389,083	1,248,473
Trust and Agency Funds, excluding Student Activity Funds	33,670	33,670	33,670
Student Activity Funds	2,633,828	2,624,244	2,546,589
Total Demand Deposits/Cash on Hand	**9,654,118**	**13,672,203**	**7,606,200**

[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 AUGUST 31, 2020

INVESTMENT POOLS*		06/30/2020	07/31/2020	08/31/2020
General Fund				
	Texpool	82,757,406	70,415,514	68,368,302
	Lone Star	2,773,329	2,773,684	2,773,959
	Texas CLASS	16,465,319	16,471,661	16,476,107
Food Service Fund				
	Texpool	2,795,075	2,595,549	1,995,861
	Lone Star	95,785	95,797	95,807
Debt Service Fund				
	Texpool	18,819,791	19,069,680	3,276,988
	Lone Star	3,080,155	3,080,550	1,257,392
	Texas CLASS	834	834	834
	TexasTerm/Daily	1,869,167	1,869,507	67,179
	TexSTAR	6,759,649	6,760,799	3,156,726
Capital Projects Fund				
	Texpool	54,499,119	50,320,363	43,888,937
	Lone Star	88,711,698	88,723,056	88,731,839
	Texas CLASS	34,433,402	34,227,857	34,033,993
	TexasTerm/Daily	51,711,083	51,648,996	50,302,356
	TexSTAR	107,820,853	98,901,487	90,474,083
Workmen's Compensation and Health Insurance Trust Funds				
	Texpool	2,811,280	1,585,532	1,644,952
	Lone Star	298,822	298,860	298,890
Special Revenue Funds				
	Texpool	56,356	56,366	56,374
Student Activity Funds				
	Texpool	37,048	37,054	37,059
Total Investment in Pools		**475,796,171**	**448,933,146**	**406,937,638**
Summary of Interest Earned by Month				
Texpool		29,837	26,835	19,018
Lone Star		15,384	12,158	9,304
Texas CLASS		20,939	16,779	11,888
TexSTAR		18,588	19,051	13,804
Texas Term/Daily		10,343	9,757	6,991
Total Interest Earned from Investment Pools		**95,091**	**84,580**	**61,005**
Average Yield by Month				
Texpool		**0.22**	**0.21**	**0.18**
Lone Star		**0.19**	**0.15**	**0.12**
Texas CLASS		**0.59**	**0.45**	**0.32**
TexSTAR		**0.20**	**0.20**	**0.16**
Texas Term/Daily		**0.24**	**0.22**	**0.16**

*** See supplemental report attached for balances at August 31, 2020 and details of transactions.**

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS		05/31/2020	DEPOSITS	WITHDRAWALS	06/30/2020	DEPOSITS	WITHDRAWALS	07/31/2020	DEPOSITS	WITHDRAWALS	08/31/2020
General Fund											
	Texpool	95,313,907	941,037	(13,497,538)	82,757,406	22,994,684	(35,336,576)	70,415,514	8,985,866	(11,033,078)	68,368,302
	Lone Star	2,772,892	437	-	2,773,329	355	-	2,773,684	275	-	2,773,959
	Texas CLASS	16,457,361	7,958	-	16,465,319	6,342	-	16,471,661	4,446	-	16,476,107
Food Service Fund											
	Texpool	2,794,578	497	-	2,795,075	474	(200,000)	2,595,549	312	(600,000)	1,995,861
	Lone Star	95,770	15	-	95,785	12	-	95,797	10	-	95,807
Debt Service Fund											
	Texpool	18,482,730	337,061	-	18,819,791	8,292,501	(8,042,612)	19,069,680	488,899	(16,281,591)	3,276,988
	Lone Star	3,079,669	486	-	3,080,155	395	-	3,080,550	206	(1,823,364)	1,257,392
	Texas CLASS	833	1	-	834	-	-	834	-	-	834
	Texas Term/Daily	1,868,806	361	-	1,869,167	340	-	1,869,507	103	(1,802,431)	67,179
	TexSTAR	6,758,553	1,096	-	6,759,649	1,150	-	6,760,799	642	(3,604,715)	3,156,726
Capital Projects Fund											
	Texpool	56,561,607	9,853	(2,072,341)	54,499,119	9,118	(4,187,874)	50,320,363	7,175	(6,438,601)	43,888,937
	Lone Star	96,769,679	14,399	(8,072,380)	88,711,698	11,358	-	88,723,056	8,783	-	88,731,839
	Texas CLASS	35,739,457	12,980	(1,319,035)	34,433,402	10,437	(215,982)	34,227,857	7,442	(201,306)	34,033,993
	Texas Term/Daily	51,704,159	9,982	(3,058)	51,711,083	9,417	(71,504)	51,648,996	6,888	(1,353,528)	50,302,356
	TexSTAR	107,803,361	17,492	-	107,820,853	17,901	(8,937,267)	98,901,487	13,162	(8,440,566)	90,474,083
Workmen's Compensation and Health Insurance Trust Funds											
	Texpool	2,628,073	1,873,207	(1,690,000)	2,811,280	1,964,252	(3,190,000)	1,585,532	2,024,420	(1,965,000)	1,644,952
	Lone Star	298,775	47	-	298,822	38	-	298,860	30	-	298,890
Special Revenue Funds											
	Texpool	56,346	10	-	56,356	10	-	56,366	8	-	56,374
Student Activity Funds											
	Texpool	37,041	7	-	37,048	6	-	37,054	5	-	37,059
Total Investment in Pools		499,223,597	3,226,926	(26,654,352)	475,796,171	33,318,790	(60,181,815)	448,933,146	11,548,672	(53,544,180)	406,937,638

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 September 2020 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle
Superintendent

SCHEDULE OF SEPTEMBER 2020 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 September total $39,013,079 and are shown below by category.

3-Digit Object	Description	Disbursements
611/612	Salaries and Wages, All Personnel	20,918,839
614	Employee Benefits	975,359
621	Professional Services	510,313
623	Education Services Center	94,501
624	Contracted Maintenance and Repair Services	632,582
625	Utilities	1,016,032
626	Rentals and Operating Leases	13,892
629	Miscellaneous Contracted Services	463,477
631	Supplies and Materials for Maintenance and Operations	213,700
632	Textbooks and Other Reading Materials	694,977
633	Testing Materials	17,824
634	Food Service	355,900
639	General Supplies and Materials	2,904,355
641	Travel and Subsistence -- Employee and Student	4,328
642	Insurance and Bonding Costs	382
649	Miscellaneous Operating Costs/Fees and Dues	94,376
659	Other Debt Services Fees	3,750
662	Building Purchase, Construction, and/or Improvements	9,455,948
663	Furniture & Equipment - $5,000 or more per unit cost	639,094
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	3,450
	Total	**39,013,079**

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of September 2020. The detailed check information is available upon request.

Submitted by,

Michele Reynolds

Michele Reynolds,
Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF SEPTEMBER 30, 2020

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	178,316,242.00	143,466.00	(178,172,776.00)	0.1%
5800-STATE PROGRAM REVENUES	154,687,730.00	27,284,774.00	(127,402,956.00)	17.6%
5900-FEDERAL PROGRAM REVENUES	4,035,559.00	25,080.00	(4,010,479.00)	0.6%
TOTAL- REVENUES	**337,039,531.00**	**27,453,320.00**	**(309,586,211.00)**	**8.1%**
EXPENDITURES				
6100-PAYROLL COSTS	282,223,456.00	23,343,158.00	258,880,298.00	8.3%
6200-PROFESSIONAL/CONTRACTED SVCS.	29,274,673.00	1,009,242.00	28,265,431.00	3.4%
6300-SUPPLIES AND MATERIALS	18,630,263.00	161,781.00	18,468,482.00	0.9%
6400-OTHER OPERATING EXPENDITURES	6,381,240.00	47,340.00	6,333,900.00	0.7%
6600-CAPITAL OUTLAY	1,629,900.00	-	1,629,900.00	0.0%
8900-OTHER USES	-	-	-	
TOTAL-EXPENDITURES	**338,139,532.00**	**24,561,521.00**	**313,578,011.00**	**7.3%**

Local Investment Pools
as of September 30, 2020

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	1,995,862.46	0.00	450,000.00	216.09	1,546,078.55
General Account	67,783,762.96	380,728.04	17,325,602.42	7,108.29	50,845,996.87
Health Insurance	1,564,837.99	2,383,935.75	1,300,000.00	167.41	2,648,941.15
Workmen's Comp	80,115.44	41,666.67	15,000.00	9.60	106,791.71
Property Tax	530,658.14	169,703.98	518,100.54	63.16	182,324.74
Vending Contract Sponsor	304,388.93	0.00	0.00	36.85	304,425.78
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,065,686.43	0.00	0.00	129.05	1,065,815.48
Student Activity Funds	37,058.72	0.00	0.00	4.39	37,063.11
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	221,451.96	0.00	0.00	26.80	221,478.76
Common Threads Donation	56,374.15	0.00	0.00	6.80	56,380.95
Debt Service 2012A	89.93	13,936.81	0.00	0.45	14,027.19
Debt Service 2012B	37.71	10,273.86	0.00	0.36	10,311.93
Debt Service 2014A	0.00	3,310.76	0.00	0.09	3,310.85
Debt Service 2014B	43.60	4,087.78	0.00	0.17	4,131.55
Debt Service 2013	21.18	5,652.43	0.00	0.18	5,673.79
Debt Service 2013A	0.00	10,429.25	0.00	0.36	10,429.61
Debt Service 2015	140.03	38,908.90	0.00	1.29	39,050.22
Debt Service 2016A	93.19	8,885.37	0.00	0.27	8,978.83
Debt Service 2016B	25.43	2,336.62	0.00	0.09	2,362.14
Debt Service 2017	76.72	7,299.99	0.00	0.27	7,376.98
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	257.02	24,055.43	0.00	0.81	24,313.26
Capital Projects 2018	131,752.00	0.00	20,337.49	15.83	111,430.34
Capital Projects 2019	42,470,044.42	0.00	5,118,163.03	4,698.60	37,356,579.99
Debt Service 2019	110.28	2,508,195.30	0.00	303.09	2,508,608.67
Debt Service Capitalized Interest 2019	3,025,526.01	0.00	0.00	366.48	3,025,892.49
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,315.87	0.00	0.00	0.38	5,316.25
Workers' Comp	298,890.08	0.00	0.00	21.22	298,911.30
Property Tax Fund	34,048.94	0.00	0.00	2.42	34,051.36
General Fund	2,739,909.93	0.00	0.00	194.54	2,740,104.47
Food Service Fund	95,806.68	0.00	0.00	6.80	95,813.48
Debt Service Series 1996	324.75	0.00	0.00	0.02	324.77
Capital Project Series 1998	741.80	0.00	0.00	0.05	741.85
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	406.65	0.00	0.00	0.03	406.68
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	18.02	0.00	0.00	0.00	18.02
Capital Projects 2015	53.98	0.00	0.00	0.00	53.98
Debt Service Series 2015	382.31	0.00	0.00	0.03	382.34
Capital Projects 2017	26,228.99	0.00	0.00	1.86	26,230.85
Capital Projects 2018	58,442,591.52	0.00	0.00	4,149.66	58,446,741.18
Debt Service Series 2018	1,256,682.79	0.00	0.00	89.23	1,256,772.02
Capital Projects 2019	30,256,481.50	0.00	0.00	2,148.33	30,258,629.83
MBIA Texas CLASS Fund					
General Account	16,476,107.08	0.00	0.00	3,389.29	16,479,496.37
Capital Project Series 1998	971.51	0.00	0.00	0.26	971.77
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	2,606,902.00	0.00	365,071.95	518.39	2,242,348.44
Debt Service 2015	833.11	0.00	0.00	0.24	833.35
Capital Projects 2017	16,346,471.22	0.00	652,703.65	1,877.31	15,695,644.88
Capital Projects 2019	15,079,646.86	0.00	0.00	3,102.00	15,082,748.86
TEXSTAR					
Capital Projects Series 2007	786.04	0.00	0.00	0.04	786.08
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.00	137.94
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
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	4,860.15	0.00	0.00	0.56	4,860.71
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,658.01	0.00	0.00	0.30	2,658.31
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	1,512,305.79	0.00	0.00	166.49	1,512,472.28
Capital Projects 2018	52,148,673.11	0.00	0.00	5,741.16	52,154,414.27
Debt Service 2018	129,411.63	0.00	0.00	14.27	129,425.90
Debt Service 2019	3,024,639.35	0.00	0.00	332.98	3,024,972.33
Capital Projects 2019	36,807,303.27	0.00	0.00	4,052.19	36,811,355.46
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,066,472.44	0.00	0.00	120.48	1,066,592.92
Capital Projects Series 2008	149.36	0.00	0.00	0.02	149.38
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,863.09	0.00	0.00	12.64	111,875.73
Capital Projects Series 2014B	535,911.48	0.00	0.00	60.54	535,972.02
Debt Service 2015	114.93	0.00	0.00	0.01	114.94
Capital Projects 2015	5,049,233.78	0.00	1,169,967.65	538.98	3,879,805.11
Capital Projects 2017	138.93	0.00	0.00	0.02	138.95
Capital Projects 2018	28,400,289.19	0.00	6,737,076.44	2,887.02	21,666,099.77
Debt Service 2018	67,064.10	0.00	0.00	7.58	67,071.68
Capital Projects 2019	15,138,299.21	0.00	0.00	1,710.20	15,140,009.41

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS	
TEXPOOL ACCOUNT INTEREST	**0.15**	**$13,156.78**	
LONE STAR ACCOUNT INTEREST	**0.09**	**$6,614.57**	
MBIA TEXAS CLASS ACCOUNT INTEREST	**0.25**	**$8,887.49**	
TEXSTAR ACCOUNT INTEREST	**0.13**	**$10,307.99**	
TEXAS TERM/DAILY ACCOUNT INTEREST	**0.14**	**$5,337.49**	
TOTAL CURRENT MONTH EARNINGS			**$44,304.32**
EARNINGS 9-01-20 THRU 9-30-20			**$44,304.32**
TOTAL CURRENT SCHOOL YEAR EARNINGS			**$44,304.32**

8.A.#3. – PLANNING BOARD REPORT OCTOBER 15, 2020

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 16.0)

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Foster High School is requesting a budget change to purchase art supplies.

199-13	Curriculum and Inst. Staff Development	(500.00)
199-11	Classroom Instruction	500.00

The Student Programs Department is requesting a budget change to purchase digital journals for elementary and secondary campuses.

199-21	Instructional Leadership	(8,555.00)
199-11	Classroom Instruction	8,555.00

The Office of the Chief Academic Officer is requesting two budget changes:

The first budget change is to purchase the iReady diagnostic component for Tamarron Elementary.

199-13	Curriculum and Inst. Staff Development	(5,492.00)
199-11	Classroom Instruction	5,492.00

The second budget change is to purchase teacher wireless microphones for all high school campuses.

199-13	Curriculum and Inst. Staff Development	(15,024.00)
199-11	Classroom Instruction	15,024.00

The Financial Services Department is requesting five budget changes:

The first budget amendment is to establish the American Red Cross swimming budget. This program is self-sustaining.

199-00	Revenue	25,000.00
199-61	Community Services	25,000.00

The second budget change is to amend the 2020-21 budget for startup funds. During the 2019-20 fiscal year, campuses received additional allocations for supplies to “startup” new classrooms due to enrollment growth. These funds were not spent by the end of fiscal year so they are being carried forward to 2020-21.

199-11	Classroom Instruction	19,939.00

The third budget change is to amend the 2020-21 budget for portable building expenditures. During the 2019-20 fiscal year, the Board amended the budget for construction, supplies and materials for portable buildings needed for enrollment growth. These funds were not spent by the end of the fiscal year so they are being carried forward to 2020-21.

199-11	Classroom Instruction	330,853.00
199-51	Plant Maintenance & Operations	52,656.00
199-52	Security & Monitoring Services	20,726.00
199-53	Data Processing Services	26,870.00
199-81	Facilities Acquisition & Construction	9,617.00

The fourth budget change is to amend the 2020-21 budget for funds donated to the District by outside parties that were not expended in the 2019-20 year. These funds need to be carried forward so that they can be used for their intended purposes.

199-11	Classroom Instruction	210,780.83
199-12	Instr. Resources and Media Services	16,446.51
199-13	Curriculum and Instr. Staff Development	26,777.78
199-21	Instructional Leadership	331.63
199-23	School Leadership	3,791.61
199-31	Guidance and Counseling	982.45
199-33	Health Services	1,023.37
199-36	Co-curricular/Extra-curricular Activities	285,318.18
199-41	General Administration	3,994.04
199-51	Plant Maintenance & Operations	395.00
199-61	Community Services	153,970.99
199-81	Facilities Acquisition & Construction	49,402.46

The fifth budget change is to amend the 2020-21 budget for outstanding 2019-20 purchase orders and transactions. These purchase orders were encumbered in the 2019-20 year but goods/services were not received before September 2020.

199-11	Classroom Instruction	3,767,113.85
199-12	Instr. Resources and Media Services	6,118.95
199-13	Instructional Staff Development	13,705.57
199-21	Instructional Leadership	2,068.73
199-23	School Leadership	12,510.56
199-31	Guidance and Counseling	33,967.96
199-32	Social Work Services	3,408.00
199-33	Health Services	1,282.56
199-34	Student Transportation	325,030.96
199-36	Cocurricular/Extracurricular Activities	257,755.16
199-41	General Administration	176,465.71
199-51	Plant Maintenance & Operations	360,077.39
199-52	Security & Monitoring Services	227,974.83

199-53	Data Processing Services	488,621.15
199-61	Community Services	2,924.34
199-81	Facilities Acquisition & Construction	32,476.43
240-35	Food Services	3,862.03

8.B.#4. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF SOUTHEAST TEXAS COOPERATIVE PURCHASING ORGANIZATION RESOLUTION

RECOMMENDATION:

That the Board of Trustees approve a resolution to join the Southeast Texas Cooperative Purchasing Organization administered by the Region 5 Education Service Center and authorize the Superintendent to execute the Letter of Commitment.

IMPACT/RATIONALE:

The Region 5 Education Service Center acts as the fiscal agent for the Southeast Texas Purchasing Organization (the Organization). The Organization is a purchasing cooperative that will provide Lamar CISD access to a variety of products and services through contracts procured using State of Texas and EDGAR-compliant solicitations. Participating members of the Organization include school districts, colleges, and municipalities. This resolution will allow the District to make efficient, compliant purchases using federal funds as well as local budgeted funds. Vendors, contracts, the current bid schedule, and other information may be found on the Region 5 website under the Programs and Services link.

Authority for such services is granted under Article 44.031 of the Texas Education Code. The purpose of this cooperative is to obtain substantial savings for members through volume purchasing. All procurements through this cooperative will be on an as-needed basis with prior approval of quotes and budget allowances.

PROGRAM DESCRIPTION:

This agreement shall be effective as of October 15, 2020 and will automatically renew unless either party gives prior written notice of non-renewal.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

RESOLUTION

WHEREAS, it is the intent of the **LAMAR CONSOLIDATED ISD** to join and participate in the **Southeast Texas Cooperative Purchasing Organization** administered by the Region 5 Education Service Center (Region 5).

WHEREAS, authority for this commitment is authorized under Article 44.031 of the Texas Education Code and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

WHEREAS, for the **2020-2021** school year there will be no cost for **LAMAR CONSOLIDATED ISD** to join the Southeast Texas Purchasing Coop.

BE IT FURTHER RESOVED, that the **LAMAR CONSOLIDATED ISD** Board of Trustees hereby joins and elects to participate in the **Southeast Texas Cooperative Purchasing Organization** administered by Region 5.

BE IT FURTHER RESOLVED, that the **LAMAR CONSOLIDATED ISD** Board of Trustees hereby authorizes its superintendent to execute such documents as are appropriate and necessary to implement the ISD's participation in said cooperative.

Board President/Presiding Officer's Signature: _____

Board President/Presiding Officer's Printed Name: _____

Board Secretary's Name: _____

Board Secretary's Printed Name: _____

Date: _____

8.B.#5. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF FIRE ALARM SYSTEM INSPECTION SERVICES

RECOMMENDATION:
That the Board of Trustees approve Classic Protection Systems to provide fire alarm system inspection services at a first-year cost of $41,828.

IMPACT/RATIONALE:
CSP #18-2020RL solicited 34 vendors with 7 submitting proposals for fire alarm system inspection services for all district campuses and facilities including new construction. This proposal covers inspections, testing, and maintenance on a regular basis in conjunction with all local, state and National Fire Protection Association (NFPA) codes. Correct and dependable operations of the fire alarm systems for the protection of our students, employees, and facilities were of the utmost concern in the evaluation of these proposals. The Competitive Sealed for Proposal (CSP) process was used ensuring that the District is compliant with purchasing regulations according to TEC 44.031 and EDGAR.

PROGRAM DESCRIPTION:
All vendors were asked to submit pricing on a one-year matrix. Working with the Purchasing Department, the Maintenance and Operations Department staff evaluated submissions based on a seven (7) criteria rubric. The evaluation committee considered the long-term cost and the vendor's ability to perform inspections stated within their proposal, and scoring was captured under Criteria 6, long term cost to acquire the vendors goods. After evaluation of the firms responding, it is the recommendation to award Classic Protection Systems.

Due to the scope of work and safety elements involved, we believe an award to Classic Protection Systems would be the overall best value to the District. This procurement will be awarded as an annual contract with an auto renewal option for four (4) additional one-year periods if all conditions are met. Either party may provide a 30-day advance written notice of intent to cancel prior to the expiration of the annual term.

The proposal will be awarded as a 5-year contract at a total cost of $209,140. The procurement shall commence upon board approval and will utilize local funds.

Submitted by: Christopher Juntti, Interim Deputy Superintendent of Support Services
Aaron Morgan, Director of Maintenance &Operations
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

RFP # 18-2020RL
Fire Alarm System Inspection Service
October 15, 2020

Vendors	**Cost**	The purchase price **(25 points Max)**	The reputation of the Proposer and of the Proposer's goods or services. **(10 points Max)**	The quality of the Proposer's goods or services. **(15 points Max)**	The extent to which the goods or services meet the needs of district . **(20 points Max)**	The Proposer's past relationship with the district. **(5 points Max)**	Long-term cost to the district to aquire the vendors goods or service. **(15 points Max)**	Ability to service our account with proper staff and insurance. **(10 points Max)**	**TOTAL POINTS**
Classic Protection Systems	**$ 41,828.00**	**18**	**9**	**15**	**19.3**	**5**	**14.3**	**10**	**91**
Brigade Fire Solutions	$ 31,200.00	25	9.5	11.3	15.6	5	13.6	10	90
Koetter Fire Protection	$ 35,520.00	21	5	12.3	15.3	5	13.6	10	82
CLS Technology	$ 93,600.00	8	9	11.6	14.3	1	10.3	10	64
American Fire Protection	$ 47,960.00	16	8.4	11.6	15.3	5	11.6	10	78
Century Fire	$ 162,720.00	5	5	11.6	14.3	1	9.3	10	56
Cintas Corportation	$ 185,313.00	4	7.4	11.6	14.6	1	8.6	10	57

CONSIDER APPROVAL OF AGREEMENT WITH MSB CONSULTING GROUP, LLC – SCHOOL HEALTH AND RELATED SERVICES (SHARS) PROGRAM

RECOMMENDATION:
That the Board of Trustees approve an agreement between the Lamar Consolidated Independent School District and MSB Consulting Group, LLC (MSB) for the administration of the SHARS (Medicaid Consulting and Billing) and MAC (Medicaid Outreach Services) Programs within the District and allow the Superintendent to execute the agreement.

IMPACT/RATIONALE:
To ensure accuracy and maximize resources, Lamar CISD has collaborated with an external consulting group for the administration of the SHARS program. Assistance of this type has improved the efficiency and effectiveness of Lamar CISD Medicaid billing and increased the District's financial returns. This collaboration also includes assistance in the administration of the MAC program.

Administrative departments (Special Education and Finance) have reviewed the qualifications and experience of MSB to assess the proficiency of the organization. It is believed that the methodologies used by MSB and aggressive claiming services will enhance the District's billing opportunities. It is also believed that the customer service techniques and in-depth training opportunities will be of added benefit in the long term. The procurement is covered by Choice Partners Contract #19/028KC-2.

PROGRAM DESCRIPTION:
Lamar CISD will take certain actions in an effort to ensure the success of this collaboration. We will ensure that LCISD staff are available for trainings provided by MSB, provide a point of contact within the district to oversee Medicaid billing, and provide ongoing monitoring and oversight of Lamar CISD submissions and reimbursements.

MSB will provide training to Lamar CISD staff regarding Medicaid billing and eligible submissions and provide technical assistance and billing support to Lamar CISD for Medicaid submissions.

The fee for this service is 3% of revenues generated. The contract will commence upon approval by the Board of Trustees and remain in effect until October 18, 2023 unless terminated in writing as required by either party.

Submitted by: Dr. Theresa Mossige, Chief Academic Officer
Tiffany Mathis, Executive Director of Special Education
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

AGREEMENT
For Medicaid Consultation and Billing

THIS AGREEMENT is entered into as of October 15, 2020, by and among:

MSB Consulting Group (MSB™), a limited liability company, having an address of 12885 Research Boulevard, Suite 204, Austin, TX 78750; and

Lamar CISD, (the "District"), having an address of 3911 Ave I, Rosenberg, Texas 77471.

MSB™ is in the business of providing Medicaid Consultation and Billing for school districts as defined in **Exhibit A**; and

MSB™ wishes to provide Medicaid Consultation and Billing to the District; and

the District desires to utilize Medicaid Consultation and Billing;

the parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this agreement as set forth in this document.

Definitions.

A. **"X Logs™"** means **"X Logs™"** Clinical Notation Solution necessary to access MSB™'s host server facilities.

B. "**Licensed System**" means **X Logs™, Clinical Notation Solution**, and **Support Services**.

1) Agreement Term. The **Agreement Term** shall be from October 15, 2020 to October 18, 2023. Upon completion of the **Agreement Term,** this Agreement shall continue in force and the District will continue to be invoiced per the rates indicated in Paragraph 2, as may be amended from time to time pursuant to Paragraph 4 hereof. The District agrees to pay all invoices within 30 days from the date of the invoice.

2) Administration Fee. For the three-year Agreement Term, your administration fee for Medicaid Consultation and Billing is 3%. Additionally, MSB agrees to waive the contingency fee for the entire settlement amount for the 2018-19 cost report.

3) Services and Responsibilities. MSB™ hereby agrees to provide Medicaid Consultation and Billing as outlined in **Exhibit A**. The District agrees to perform the District Responsibilities outlined in Exhibit B and to pay the rates set forth above to MSB™.

4) Consideration. In exchange for MSB's provision of Medicaid Consultation and Billing, the District shall pay MSB™ an Administration Fee. The Administration Fee will be calculated based on the agreed upon percentage of the amount actually received in Medicaid reimbursement during the agreement term, either direct deposit or checks delivered to the District, as defined in **Paragraph 2**. The Administration Fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report. During the contract term, the District shall pay an Administration Fee for all reimbursements received through the Medicaid to Schools Program. This includes, but is not limited to, the following types of reimbursement:

- Interim reimbursements
- Cost Settlements
- Medicaid Administrative Claiming (MAC)

MSB™ reserves the right to renegotiate the administrative fee rate as found in **Paragraph 2** should either the federal and/or state governments revise the protocols for submitting and/or paying Medicaid claims.

5) Strict Compliance. If a Party fails to exercise any right or to insist that the other Party strictly comply with any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any

subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

6) Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.

7) Waiver of Equitable Remedies. The Parties waive all equitable remedies including equitable rescission and rescission at law.

8) Intellectual Property Rights/Confidentiality. It is agreed that any and all work, data and information that is the product of this **Licensed System** shall belong wholly to the District. All information and school data submitted or input into the **Licensed System** remains the proprietary information of the District and may not be copied or used in any way without the express written permission of the District, with the exception that employees of MSB™ may access the **Licensed System** and data from the **Licensed System** for provision of **Support Services**, manipulation of data for appropriate purposes, and facilitation of data transfer to enable the District to meet its state and federal reporting requirements. At termination, the District may request, in writing, all District information stored in the **X Logs®** Clinical Notation Solution. MSB™ will, within 60 days, provide to the District all of its information in such a format that MSB™ deems appropriate. Notwithstanding the above, this Agreement does not transfer ownership rights of the **Licensed System** to the District, or to any other third party. The District agrees not to modify, reverse engineer, disaggregate, or decompile any intellectual property of MSB™, including, but not limited to the **Licensed System** or intentionally create derivative works based on such intellectual property. The District agrees not to distribute the **Licensed System** to any person or entity other than District personnel or contracted District personnel, or make any other improper use of the **Licensed System**.

9) Bankruptcy. If, at any time, MSB™ seeks the protection of the U.S. Bankruptcy Act of 1978, as amended or any applicable state bankruptcy law and:

a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or
b. Has a trustee in reorganization appointed for its property, or
c. Files a voluntary petition for reorganization or arrangement, or
d. Files a voluntary petition in bankruptcy, or
e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
f. Makes an assignment for the benefit of its creditors, then this Agreement shall expire. Any payments due from the bankrupt Party to the other Party under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.

10) Further Assurances. If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.

11) Authority to Execute. Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.

12) Termination. Either party may terminate this Agreement at any time upon a 30-day written notice to the other Party. The parties also agree that MSB™ may terminate this agreement if the District fails to provide timely payment as set forth in this agreement.

13) Costs. In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation (whether by court or arbitration) shall be entitled to the costs thereof, including reasonable attorneys' fees.

14) Exclusions. MSB™ in no way implies nor should any language herein be construed that MSB™ guarantees that the utilization of Medicaid Consultation and Billing by the District will guarantee the District's compliance with State or Federal requirements relative to Medicaid reimbursements. No utilization of Medicaid Consultation and Billing by the District will constitute the formation of an attorney-client relationship between MSB™ and the District.

15) Notices. Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, or by documented overnight delivery service, or sent by telecopy, telefax, or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by first class certified mail, return receipt requested to the party at the address set forth at the head of this Agreement, or such other address as specified in writing by such party.

16) Force Majeure. The parties agree that MSB™ will not be held responsible for non-performance under the terms of this contract stemming from events reasonably outside of the control of MSB™, such as, but not limited to, fires, floods, war, terrorist attack, regulatory action, utility interruption, viruses and the like.

17) General. This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (ii) shall be governed by and construed under the laws of Texas applicable to contracts made, accepted, and performed wholly within Texas, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the parties in such respect; (iv) may be amended or modified only by a writing signed by the parties and any right under this Agreement may be waived in whole or in part, only by a writing signed by the parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this letter agreement; (vi) no party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of all other parties to this Agreement (vii) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns; (viii) is not intended to inure to the benefit of any third-party beneficiaries; (ix) may be enforced only in courts located within the State of Texas, and the parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law; (x) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; and (xi) in the event litigation cases are settled prior to adjudication, the parties are responsible for their own attorney's fees.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective as of the date first written above:

Lamar CISD

Name of Duly Authorized Agent: _____

Title of Duly Authorized Agent: _____

Signature of Duly Authorized Agent: _____

Signature Date: _____

MSB Consulting Group, LLC

Name of Duly Authorized Agent: Chris Meroff

Title of Duly Authorized Agent: Executive Director

Signature of Duly Authorized Agent: _____

Signature Date: _____

Exhibit A
Summary of Medicaid Consultation and Billing

As the consulting and billing agent, MSB™ agrees to adhere to all rules and regulations that pertain to the submission of claims under the Rules and Regulations that govern School-Based Medicaid reimbursement programs.

MSB™ is pleased to provide the following services to your school district:

- Unlimited access to your assigned local Program Specialist who will provide a single point of contact to manage your entire Medicaid to schools program
- Complete enrollment management for National Provider Identifier
- Complete enrollment management for Texas Provider Identifier
- Complete management of Fairbanks (STAIRS) account
- Complete management of Medicaid Administrative Claiming (MAC) enrollment
- Maintain annual state training certifications for Cost Reporting, Random Moment Time Study (RMTS) Participant List and MAC
- Complete management of quarterly RMTS Participant List certification, including staff training and response management
- Complete management of MAC financial certification
- Complete management of Provider credentials to ensure they are current per SHARS billing guidelines
- Complete management of Professional Oversight of applicable Providers (COTA, PTA, SLPA, Grandfathered SLP, Delegated Nursing Services) per SHARS billing guidelines
- Unlimited onsite and online training for administrators and service providers to ensure the success of the SHARS program in the District
- Daily monitoring of Provider participation in the SHARS program (Clinical documentation)
- Complete management of Specialized Transportation sessions and claiming
- Accurate, dependable, and confidential billing process: Processing of all Medicaid claims using both paper logs and/or the electronic files generated by the school districts' health care practitioners and other qualified staff via **X Logs™** service documentation
- Audit Provider clinical notation for SHARS compliance and deny or hold any sessions missing needed information
- Tracking and Reconciliation of all submitted claims from Texas Medicaid & Healthcare Partnership (TMHP), including the resubmission of rejected claims and the appeal of denied claims
- Reports which show the status of all Medicaid transactions, reimbursements and cataloguing of electronic service delivery records
- Special reports as requested by the school districts
- Complete management of the Certification of Funds process
- Storage of all Remittance and Status reports from TMHP
- Complete analysis, audit and appeal/corrections of the previous two years' Cost Reports as allowed by the State
- Complete management of the annual Cost Reporting Process
- Complete management of the salary allocation for SSAs and Co-ops
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with Medicaid reimbursement to schools
- Advise school districts in contract negotiations with non-employees regarding contract sections related to payment terms and proper documentation for billing purposes
- Assistance in audit preparation and facilitation to assist with proper procedure and rigorous compliance; Interface with State Medicaid Agencies and State Education Agencies as appropriate as a result of audit findings.
- Review filed cost report(s) compared to what was desk reviewed and submitted to the state to ensure the amounts agree with what was filed. Additional review of subsequent cost reports to ensure the settlement trend is consistent across years. If an appeal opportunity is identified, MSB advises the district of the appeal and prepares the documentation to submit to the state. If no appeal is needed, MSB supports the district in next steps to waive the appeal and receive funds.
- MSB takes on the audit process to defend methodologies, and information that was reported. Cost reports are subject to audit for up to 7 years beyond the state submission date.
- MSB does not invoice the district while a recoupment originating from an audit is on the district's account with the state, as the district is receiving no payments.

- Administrative, consulting, statistical and audit services to the District
- Complete management of the audit process, including audit preparation and facilitation to assist with proper procedure and rigorous compliance; Interface with State Medicaid Agencies and State Education Agencies as appropriate as a result of audit findings.
- **X Logs™** Licensed System
  - School data hosted on a secure server
  - **X Logs™** web-based software usage
  - Unlimited technical support --- 5 days a week via toll free number, Live Chat, and/or email
  - Supporting documentation (Online User Guides, Video Tutorials)
  - **X Logs™** software updates

Exhibit B
District Responsibilities

As the Provider of Record, the school district agrees to provide information to MSB™ that adheres to all Rules and Regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

The District is responsible for the following:

- Maintain **X Logs™** forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement
- Maintain attendance records
- Maintain actual cost data for covered services

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING PARENT INVOLVEMENT WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 16-20, 2020 as "Parent Involvement Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Parent involvement is a key component in our District and campus action plans. According to research in the area of family-school partnerships, parent involvement in education positively impacts student achievement.

Knowing that parent involvement is a key to improving student achievement, proclaiming November 16-20, 2020 as Parent Involvement Week will provide the community with a clear statement that parent involvement is valued and very important in Lamar CISD. Special virtual events for parents are encouraged at our campuses during the month of November.

PROGRAM DESCRIPTION:

Celebrating parental involvement in schools began with the Greater Houston Partnership's Business Promise Council in 1994 and has since become a Texas-wide initiative. In addition to campus events, each campus is encouraged to develop a shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Diane Parks, Assistant Superintendent of Elementary Education
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for Approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Resolution

Whereas, parent and family involvement in the lives of children is critical to their success; and

Whereas, extensive research has shown parental involvement in education increases the likelihood of student success and is critical to students' achieving high levels of academic achievement and performance; and

Whereas, the objectives of Parent Involvement Week are to promote a greater knowledge of the efforts being made in the District to encourage parental involvement in education, to provide a greater awareness of the parent/family involvement activities and resources that are available to parents and families of school-aged children, and to promote a greater understanding of the responsibilities shared by parents, schools and the community to ensure high student achievement; and

Whereas, Parent Involvement Week will bring greater awareness of the importance of parent and family involvement in the schools;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 16 - 20, 2020 to be "Parent Involvement Week" in Lamar Consolidated Independent School District.

Adopted this 15th day of October 2020 by the Board of Trustees.

_____
Mandi Bronsell, Vice President

_____
Joe Hubenak, Secretary

8.B.#8. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF ARCHITECT CONTRACT FOR MAXINE PHELAN ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of Maxine Phelan Elementary School and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 7, 2017, a bond referendum was approved that included the Maxine Phelan Elementary School. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2017 bond funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for Maxine Phelan Elementary School.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

8.B.#9. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF MEMORANDUM OF AGREEMENT FOR ADDITIONAL RIGHT OF WAY FOR THE FM 723 IMPROVEMENTS

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Agreement from The State of Texas and offer for additional right of way for the FM 723 improvements in the amount of $650,435 and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

The State of Texas is in the land acquisition process for the FM 723 road improvements. Part of these improvements will take place by the Foster High School Complex. The total acquisition is 3.372 acres. Attached is the Memorandum of Agreement and the deed documents for the 3.372 acres described.

PROGRAM DESCRIPTION:

Upon approval The State of Texas, through Heidaker Land Services, Inc, will submit a request for payment for this right of way purchase.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Heidaker Land Services, Inc.
5757 Flewellen Oaks Lane, Suite 301, Fulshear, Texas 77441 · Tel: 281-346-8652

September 29, 2020

MEMORANDUM OF AGREEMENT
(Category I – State Retains Bisected Improvements)

ROW CSJ: 0188-09-047
Limits From: South (700 ft) of Beadle Ln.
Limits To: FM 1093

County: Fort Bend
Highway: FM 723
Parcel: 200

Lamar Consolidated Independent School District
Attn: J. Kevin McKeever, Exec. Director of Facilities
3911 Avenue I
Rosenberg, TX 77471

Dear Mr. McKeever,

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a Deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation (TxDOT) to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the department will make payment.

Your property consists of a 3.372 acre (146,888 square feet) tract of land located in the William Andrews League Survey, Abstract No. 3, Fort Bend County, Texas, as described on the attached Exhibit "A". The right of way being purchased by TxDOT has been thoroughly explained.

The payment amount of Six Hundred Fifty Thousand Two Hundred Ten and No/100 Dollars ($650,210.00), as herein agreed to will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

The State and the owner(s) have agreed to the following provisions:

And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following **Bisected Improvement(s)** located on the remaining property out of which the above-described premises were originally a portion, to wit: **BRICK MONUMENT SIGN (Masonry)**

Grantors understand and agree that it will be necessary for the State to enter upon their remaining property out of which the above-described property was conveyed for the purpose of removing that portion of the above-described Bisected Improvement(s) which is located on such Grantors' remaining property. Grantors hereby authorize the State, its agents or assigns, to enter upon such remaining property for the purpose or removing said Bisected Improvement(s) and expressly waive all damages or claims that may result to the remaining property of the Grantors as a result of such entry and removal of said Bisected Improvement(s).

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by TxDOT. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded

mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement.

Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that TxDOT failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of TxDOT's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's relocation assistance program and the mutual benefits to be derived by you and the TxDOT from the signing of this agreement.

The State, without cost to you as owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Deed and satisfy yourself as to its provisions. With your signing of this agreement and execution of the Deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to Charter Title Company, agent for the TxDOT. This company has been designated at the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of this transaction.

Sincerely,

_____
C.J. Atkinson, Agent/Negotiator
Heidaker Land Services Inc. representing
The Texas Department of Transportation
Houston District

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*".

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Lamar Consolidated Independent School District

By: _____

Printed Name: _____

EIN No. _____

Date: _____

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-14
(Rev. 07/13)

DEED

TxDOT ROW CSJ: 0188-09-047

TxDOT Parcel No.: 200

Grantor(s), whether one or more:

Lamar Consolidated Independent School District

Grantor's Mailing Address (including county):

3911 Avenue I
Rosenberg, TX 77471
(Fort Bend County)

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
(Travis County)

* N14*

Consideration:

The sum of Six Hundred Fifty Thousand Two Hundred Ten and no/100 Dollars ($650,210.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Fort Bend County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Fort Bend County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **NONE**

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before 30 days from closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following "**Bisected Improvement(s)**" located on the remaining property out of which the above-described premises were originally a portion, to wit:

Grantors understand and agree that it will be necessary for the State to enter upon their remaining property out of which the above-described property was conveyed for the purpose of removing that portion of the above-described Bisected Improvement(s) which is located on such Grantors' remaining property. Grantors hereby authorize the State, its agents or assigns, to enter upon such remaining property for the purpose of removing

said Bisected Improvement(s) and expressly waive all damages or claims that may result to the remaining property of the Grantors as a result of such entry and removal of said Bisected Improvement(s).

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on this _____ day of _____, 2020
by _____ as _____
of **Lamar Consolidated Independent School District**, on behalf of said entity.

_____

Notary Public's Signature


Foster High School
Briscoe Junior High School
Wertheimer Middle School

3.372 Acres

8.B.#10. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

RECOMMENDATION:

That the Board of Trustees approve the possession and use agreement for transportation purposes with additional payment of independent consideration for the FM 723 improvements in the amount of $25,000 from The State of Texas and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

The State of Texas is in the land acquisition process for the FM 723 road improvements. Part of these improvements will take place by the Foster High School Complex. This agreement also includes the Briscoe Junior High marque that will be removed due to this project.

PROGRAM DESCRIPTION:

Upon approval The State of Texas, through Heidaker Land Services, Inc, will submit a request for payment of independent consideration.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 0188-09-047
	§	Parcel No.: 200
COUNTY OF FORT BEND	§	Project No.: N/A

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State") , and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of FM 723 from 700 ft South of Beadle Ln. to FM 1093 in Fort Bend County, Texas (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Possession and Use Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of Zero Dollars ($0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents Zero percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars ($25,000), the receipt and sufficiency of which is acknowledged. The offer of additional consideration will remain valid until the expiration of the Final Offer Letter. The parties agree that the sum tendered under this Paragraph 3:

   (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
   (ii) will not be refunded to the State upon any acquisition of the Property by the State.

4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.

9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the

Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes title to the Property.

12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following bisected improvement(s) located on the remaining property out of which the above-described premises were originally a portion, to wit: BRICK MONUMENT SIGN (Masonry)

Grantors understand and agree that it will be necessary for the State to enter upon their remaining property out of which the above-described property was conveyed for the purpose of removing that portion of the above-described bisected improvement(s) which is located on such Grantors' remaining property. Grantors hereby authorize the State, its agents or assigns, to enter upon such remaining property for the purpose of removing said bisected improvement(s) and expressly waive all damages or claims that may result to the remaining property of the Grantors as a result of such entry and removal of said bisected improvement(s).

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on this _____ day of _____, 2020
by _____ as _____
of **Lamar Consolidated Independent School District**, on behalf of said entity.

_____
Notary Public's Signature

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
_____, Right of Way Supervisor

Date:_____

CONSIDER APPROVAL OF HVAC TEST AND BALANCE FOR THE TRAYLOR STADIUM PRESS BOX

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the HVAC systems in the Traylor Stadium Press Box in the amount of $14,450 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. Engineered Air Balance has provided these services to the district for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 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 the Traylor Stadium Press Box.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

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

Proposal No. 2200360-1-2

TO: Lamar C.I.S.D.
3911 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Traylor
Stadium Press Box
Replacement

ATTENTION: Kevin McKeever

DATE: September 28, 2020

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 October 14, 2019 (Addendum #2), November 1, 2019 (Addendum #4) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1. Testing, Adjusting and Balancing per AABC Standards.....$ 10,130.00
2. Control Sequence Verification .....$ 2,000.00
3. BAS Point to Point Verification.....$ 1,000.00
4. Field Document Preparation .....$ 790.00
5. Final Report Preparation.....$ 530.00

TOTAL PRICE FOR THE ABOVE SERVICES .....$ 14,450.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.

2. This estimate 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 (in addition to the total estimate for this 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).

4. 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.

This proposal will expire thirty (30) days from the date shown above. *Please reference this proposal number on all correspondence*. *All parties agree the information contained in the proposal is confidential and is for the sole purpose of rendering or receiving services.* We thank you for the opportunity of proposing our services. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway

Gar Conaway
Sales Manager

Cc: Lorin Pargoud (PBK)

G:\BIDS BY YEAR\2020 Bids\2200360 Lamar CISD Traylor Stadium Press Box Replacement\BILLING\2200360-1-2 Proposal.docx

8.B.#12. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT FOR THE CSP #07-2020RG FOR CARPET REPLACEMENTS AT FOSTER HIGH, BRISCOE JUNIOR HIGH, JANE LONG ELEMENTARY, JACKSON ELEMENTARY, AND PINK ELEMENTARY SCHOOLS

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of $958.99 and final payment of $97,002.05 to Millennium Project Solutions, Inc. for the carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Millennium Project Solutions, Inc. was the contractor for the carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools. Substantial completion was achieved on August 7, 2020. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Millennium Project Solutions, Inc. will be paid 100 percent for the carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
2020-04-17 LCISD Multi Campus Reno Carpet Replacement - Package A 4300 FM Rd. 723 Richmond, TX 77406	Contract For: General Construction Date: 03/16/2020	Change Order Number: 001 Date: 10/15/2020
OWNER: *(Name and address)* Lamar CISD 3911 Avenue I Rosenberg, TX 77471	**ARCHITECT:** *(Name and address)* Corgan Associates, Inc 20 East Greenway Plaza, Suite 410 Houston, Tx77046	**CONTRACTOR:** *(Name and address)* Millennium Project Solution, Inc. 14026 FM 2100, Suite C Crosby, Texas 77532

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes all work performed by AEA and adjusts the final remaining contingency amounts for Package A - Carpet Replacent.

The original Contract Sum was	$	1,941,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,941,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$	958.99
The new Contract Sum including this Change Order will be	$	1,940,041.01

The Contract Time will be increased by seven (7) days.
The new date of Substantial Completion will be 08/07/2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Corgan Associates, Inc. **ARCHITECT** *(Firm name)*	Millennium Project Solution, Inc. **CONTRACTOR** *(Firm name)*	Lamar CISD **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
A.J. Sustaita AIA / Architect **PRINTED NAME AND TITLE**	Zach Morgan / Sr. Project Manager **PRINTED NAME AND TITLE**	Joy Williams / School Board President **PRINTED NAME AND TITLE**
August 26, 2020 **DATE**	8-27-2020 **DATE**	**DATE**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

PROJECT:
Lamar CISD Multi-Campus Reno - Carpet Replacement Package A
4300 FM Rd. 723
Richmond, TX 77406

APPLICATION NO: 6
PERIOD TO: 9/18/2020
Architect No: 19407000.00
Owner No: 19-04-5438R-RFP
Contract Date: _____

Distribution:
x Owner
x Architect
x Contractor

FROM CONTRACTOR:
Millennium Project Solutions, Inc.
14026 FM 2100 Ste. C
Crosby, Texas 77532

VIA ARCHITECT:
Corgan
20 East Greenway Plaza, Suite 410
Houston, TX 77046

CONTRACT FOR: Lamar CISD Multi-Campus Renovation - Carpet Replacement Package A

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$1,941,000.00
2. Net change by Change Orders		$958.99
3. CONTRACT SUM TO DATE (Line 1 & 2)		$1,940,041.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$1,940,041.01
5. RETAINAGE:		
a. 0% of Completed Work (Column E + F on G703)	$0.00 $0.00	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total in Column J)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$1,940,041.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$1,843,038.96
8. CURRENT PAYMENT DUE		$97,002.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		$958.99
Total approved this Month		
TOTALS	$0.00	$958.99
NET CHANGES by Change Order	($958.99)	

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

CONTRACTOR: Millennium Project Solutions, Inc.

DANA MICHELLE MORRIS
Notary Public, State of Texas
Comm. Expires 03-28-2023
Notary ID 131951128

By: _____ Date: 9/15/20

State of: _____ TX County of: Harris
Subscribed and sworn to before me this 15th day of September 2020

Notary Public: Dana Morris
My Commission expires: 03-28-2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 97,002.05

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

ARCHITECT:

By: _____ Date: _____

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

8.B.#13. – PLANNING BOARD REPORT OCTOBER 15, 2020

CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT FOR THE GUARANTEED MAXIMUM PRICE #2 (GMP #2) FOR RANDLE HIGH SCHOOL AND WRIGHT JUNIOR HIGH SCHOOL OFF-SITE PACKAGE

RECOMMENDATION:

That the Board of Trustees approve deductive change order #1 in the amount of $26,555 and final payment of $207,348.25 to Drymalla Construction, Inc. for the Guaranteed Maximum Price #2 (GMP #2) for Randle High School and Wright Junior High School off-site package and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of the GMP #2 off site package for Randle High School and Wright Junior High School. GMP #2 substantial completion was achieved August 1, 2020. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction Inc. will be paid 100 percent for the GMP #2 off-site package for Randle High School and Wright Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Dr. Thomas E. Randle High School
Harry Wright Junior High School

CONTRACT INFORMATION:
Contract For: General Construction

Date: October 04, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: September 30, 2020

OWNER: *(Name and address)*
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

ARCHITECT: *(Name and address)*
PBK Architects, Inc.
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046

CONTRACTOR: *(Name and address)*
Drymalla Construction Company, Inc.
608 Harbert Street
Columbus, Texas 78934

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remaining unused Contingency Allowance from Offsite Package 2 (GMP 2) to be credited back to the Owner.....($26,555.00)

The original Contract Sum was	$	4,173,520.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	4,173,520.00
The Contract Sum will be decreased by this Change Order in the amount of	$	26,555.00
The new Contract Sum including this Change Order will be	$	4,146,965.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.	Drymalla Construction Company, Inc.	Lamar Consolidated Independent School District
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Eric C. Smith, AIA, NCARB, Co-CEO	Justin Kilbride, Senior Project Manager	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
9/30/20	9-30-2020	
DATE	**DATE**	**DATE**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER:
Lamar Consolidated ISD
3911 Avenue I
Rosenberg, TX 77471

FROM CONTRACTOR:
Drymalla Construction Company, Inc.
PO Box 698
Columbus, TX 78934

CONTRACT FOR: Lamar CISD HS&JH #6: Offsite Pkgs. 2-3

PROJECT: **Lamar CISD HS & Jr High #6**
Offsite Packages 2-3 (GMP 2)
4035 FM 2977
Richmond, TX 77469

VIA ARCHITECT:
PBK Architects
11 Greenway Plaza
22nd Floor
Houston, TX 77046

APPLICATION NO: 10 Retainage

PERIOD TO: 09/30/20

PROJECT NOS: 4314

CONTRACT DATE: 10/01/19

Distribution to:
- [x] OWNER
- [x] ARCHITECT
- [x] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 4,173,520.00
2. Net change by Change Orders		$ (26,555.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 4,146,965.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 4,146,965.00
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 4,146,965.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 3,939,616.75
8. CURRENT PAYMENT DUE		$ **207,348.25**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		$26,555.00
Total approved this Month		
TOTALS	$0.00	$26,555.00
NET CHANGES by Change Order	($26,555.00)	

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

CONTRACTOR: Drymalla Construction Company, Inc.

By: _____ Date: 10/1/20

State of: Texas County of: Colorado
Subscribed and sworn to before me this 1st day of October 2020
Notary Public: Diane Welch
My Commission expires: March 19, 2023

NOTARY PUBLIC STATE OF TEXAS
DIANE WELCH
Notary Public, State of Texas
My Commission Exp. 3/19/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ **207,348.25**

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

ARCHITECT: PBK Architects

By: Lorin J. Pasquel Date: 10/01/2020

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

8.C.#1. – PERSONNEL
BOARD REPORT
OCTOBER 15, 2020

CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

That the Board of Trustees approve the appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers.

John Montelongo
Ismael Rangel

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney De La Torre, Lead Staffing Specialist

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF INTERACTIVE FLAT PANELS, INSTALLATION HARDWARE AND SERVICES, AND ELECTRICAL WORK

RECOMMENDATION:

That the Board of Trustees approve the purchase of Interactive Flat Panels (IFP), televisions, installation hardware and services, and electrical work in the amount of $877,707.46.

IMPACT/RATIONALE:

The district has interactive whiteboards and/or projectors in every classroom. As they become out of date, out of warranty and failing, they need to be replaced.

Wertheimer MS and George Ranch HS have a combined total of 158 rooms needing replacements. Piraino Consulting will replace these for $795,506.46 plus a 10% contingency of $79,551 for a total of $875,057.46.

Additionally, five rooms at Wertheimer MS require power outlets to be added or moved to support the new Interactive Flat Panels. Urbish Electrical will perform this work for $2,650.

PROGRAM DESCRIPTION:

The 2017 bond includes funds for replacing aging interactive whiteboards and projectors throughout the district. The district evaluated pricing and services proposals from multiple vendors. Piraino Consulting had the lowest price for SMART panels and offers purchasing co-operative pricing through a TIPS/TAPS contract. Viable equipment from these campuses will be repurposed in other locations.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459
PHONE 281-342-5321 - FAX 281-239-7639
TECL # 26494

October 6, 2020

Lamar CISD
Wertheimer Middle School
Installation of outlets for boards

Attn: Iyad Kayyali

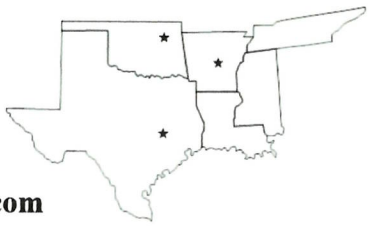
Dear Sir,

Our estimated price to complete the five double duplex outlets at Wertheimer middle school would be $2650.00 dollars.

Sincerely,

Walter Urbish

980 Runway Dr
Conway, AR 72032
(P) 855-635-9325
(F) 501-504-6653
www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
10/3/2020	23285

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.

Project	Tech Email	Rep
GRHS	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
TIPS 200105	Technology Solutions Products and Services		0.00	0.00
NOTE	George Ranch High School 8181 FM 762 Rd, Richmond, TX 77469 Project Contact: Iyad Kayyali, Project Manager 713-922-8728 | ikayyali@goitservices.com SMART Software Portal Contact: Alan Voight | alan.voight@lcisd.org		0.00	0.00
SBID-MX275-V2	SMART Board MX075-V2 interactive display with iQ and SMART Learning Suite	95	0.00	0.00
EWY2-SBID-75	2 year limited warranty extension for 75" SMART Board interactive display	95	0.00	0.00
SBID-MX286-V2	SMART Board MX086-V2 interactive display with iQ and SMART Learning Suite	26	0.00	0.00
EWY2-SBID-86	2 year limited warranty extension for 86" SMART Board interactive display	26	0.00	0.00
BE75T-H	Samsung BE75T-H BET-H Pro TV Series - 75" LED TV - 4K	1	0.00	0.00
MISC	BE65T-H Samsung BE65T-H BET-H Pro TV Series - 65" LED TV - 4K	1	0.00	0.00
MISC	Flat Wall Mount	2	0.00	0.00
MISC	Single Gang HDMI Plate	2	0.00	0.00
PF-HDM-M-010M	33FT HYBRID HDMI ACTIVE OPTICAL CABLE	2	0.00	0.00
CE1	Single gang hooded plate. Each.	2	0.00	0.00
AVT-BB400-70	DynamiQ 400 height adjustable mount. Supports single display 90.2 - 154 lbs with 15.75" of travel. Includes VESA mount. (#480A12 and #481A21)	78	0.00	0.00
AVT-BB400-90	DynamiQ 400 height adjustable mount. Supports single display 145.2 - 209 lbs with 15.75" of travel. Includes VESA mount. (#480A14 and #481A21)	14	0.00	0.00
OB1U	TOUCH PANEL INTERACTIVE WB MOUNT (Fixed Displays going over Whiteboard)	16	0.00	0.00

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS.

ESTIMATE GOOD FOR 45 DAYS

FINANCING AVAILABLE WITH APPROVED CREDIT Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.

Subtotal	
Sales Tax (0.0%)	
Total	

PIRAINO CONSULTING

980 Runway Dr
Conway, AR 72032
(P) 855-635-9325
(F) 501-504-6653
www.pirainoconsulting.com

Estimate / Quote

Date	Quote #
10/3/2020	23285

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

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Project	Tech Email	Rep
GRHS	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
MISC	AC-STAND ITEM# 1324771	11	0.00	0.00
YAS-109	YAS-109BL Yamaha Sound Bar with Bluetooth, Dual Built-In Subwoofers, and Alexa voice commands. Black	13	0.00	0.00
MI-SB39	Soundbar Mount, Universal Sound Bar TV Bracket For Mounting Above or Under TV, Fits Sonos, Samsung, Sony, Vizio, Adjustable Arm Fits 32 to 70 Inch TVs, 33 Lbs Capacity, Black	13	0.00	0.00
50612	15ft High Speed HDMI R Cable with Ethernet	15	0.00	0.00
40413	6FT. 3.5MM STEREO AUDIO CBL M/M	13	0.00	0.00
LAMARISDKIT 35	LAMAR CUSTOM KIT WITH CABLES OF 35 FEET.	11	0.00	0.00
LAMARISDKIT 50	LAMAR CUSTOM KIT WITH CABLES OF 50 FEET.	89	0.00	0.00
LAMARISDKIT 75	LAMAR CUSTOM KIT WITH CABLES OF 75 FEET.	9	0.00	0.00
DL-1H1A1U-WPKT...	Wall Plate Single Decora HDBaseT extender set with box style receiver extends HDMI, analog Audio, & USB2.0 high speed	109	0.00	0.00
51W1-12215	Surge Protector, Flat Rotating Plug, 6 Outlet, Black Horizontal Outlets, Plastic, Power Cord 15 foot	109	0.00	0.00
LV1	Arlington Cut in Box. Each. Single Gang	162	0.00	0.00
2900L8	UNIDUCT 2900 SERIES ONE-PIECE LATCHING RACEWAY FITTING. IVORY.	62	0.00	0.00
NM2044	NM EXTRA DEEP DEVICE BOX. IVORY.	62	0.00	0.00
2906	NM COVER CLIP 2900 IVORY.	62	0.00	0.00
2986	NM DRP CLNG CNCTR 2900 IV	62	0.00	0.00
2911	NM FLT 90 D ELBOW 2900 IVORY	62	0.00	0.00
88158384	1G SS BLANK PLATE	126	0.00	0.00
MISC	ITEM# 88158399 2G SS BLANK PLATE	126	0.00	0.00
88158404	3G SS BLANK PLATE	126	0.00	0.00
AR-DPM-HDF	Adapter Cable DisplayPort male to HDMI female 5 inches long	125	0.00	0.00
MISC	Zip Ties (Bag) (*TXWH)	5	0.00	0.00

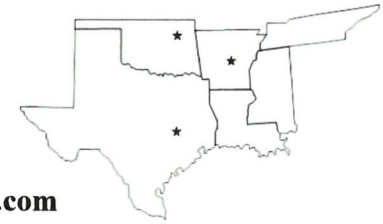
QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS.

ESTIMATE GOOD FOR 45 DAYS

FINANCING AVAILABLE WITH APPROVED CREDIT Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.

Subtotal	
Sales Tax (0.0%)	
Total	

980 Runway Dr
Conway, AR 72032
(P) 855-635-9325
(F) 501-504-6653
www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
10/3/2020	23285

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

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Project	Tech Email	Rep
GRHS	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
MISC	Velcro (Roll) (*TXWH)	5	0.00	0.00
MISC	Misc. Mounting Hardware	125	0.00	0.00
INSTALL	DeInstall Old Equipment and INSTALLATION of New Classroom AV - In Wall Cabling, Adjustable or Fixed Mounting Solution	110	425.00	46,750.00
INSTALL	DeInstall Old Equipment and INSTALLATION - Mobile Cart	13	300.00	3,900.00
MISC	De-Install - AV Cart/Projector/Etc.	3	75.00	225.00
SHIPPING	SHIPPING FOR LISTED EQUIPMENT	1	7,860.00	7,860.00
MISC	Hardware Total	1	560,356.69	560,356.69

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS.

ESTIMATE GOOD FOR 45 DAYS

FINANCING AVAILABLE WITH APPROVED CREDIT Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.

Subtotal	$619,091.69
Sales Tax (0.0%)	$0.00
Total	$619,091.69

PIRAINO CONSULTING

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Conway, AR 72032
(P) 855-635-9325
(F) 501-504-6653
www.pirainoconsulting.com

Estimate / Quote

Date	Quote #
10/3/2020	23283

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.

Project	Tech Email	Rep
Wertheimer MS	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
TIPS 200105	Technology Solutions Products and Services		0.00	0.00
NOTE	Wertheimer MS 4240 FM 723 | Rosenberg, TX 77471 Project Contact: Iyad Kayyali, Project Manager 713-922-8728 | ikayyali@goitservices.com SMART Software Portal Contact: Alan Voigt | alan.voight@lcisd.org		0.00	0.00
SBID-MX275-V2	SMART Board MX075-V2 interactive display with iQ and SMART Learning Suite	27	0.00	0.00
EWY2-SBID-75	2 year limited warranty extension for 75" SMART Board interactive display	27	0.00	0.00
SBID-MX286-V2	SMART Board MX086-V2 interactive display with iQ and SMART Learning Suite	9	0.00	0.00
EWY2-SBID-86	2 year limited warranty extension for 86" SMART Board interactive display	9	0.00	0.00
AVT-BB400-70	DynamiQ 400 height adjustable mount. Supports single display 90.2 - 154 lbs with 15.75" of travel. Includes VESA mount. (#480A12 and #481A21)	3	0.00	0.00
AVT-BB400-90	DynamiQ 400 height adjustable mount. Supports single display 145.2 - 209 lbs with 15.75" of travel. Includes VESA mount. (#480A14 and #481A21)	5	0.00	0.00
OB1U	TOUCH PANEL INTERACTIVE WB MOUNT (Fixed Displays going over Whiteboard)	23	0.00	0.00
MISC	AC-STAND ITEM# 1324771 Anywhere Cart	5	0.00	0.00
YAS-109	YAS-109BL Yamaha Sound Bar with Bluetooth, Dual Built-In Subwoofers, and Alexa voice commands. Black	5	0.00	0.00
MI-SB39	Soundbar Mount, Universal Sound Bar TV Bracket For Mounting Above or Under TV, Fits Sonos, Samsung, Sony, Vizio, Adjustable Arm Fits 32 to 70 Inch TVs, 33 Lbs Capacity, Black	5	0.00	0.00

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS.

ESTIMATE GOOD FOR 45 DAYS

FINANCING AVAILABLE WITH APPROVED CREDIT Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.

Subtotal	
Sales Tax (0.0%)	
Total	

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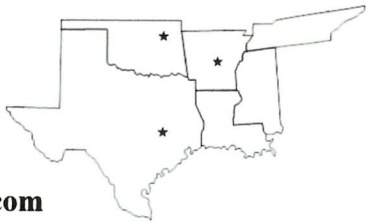

Estimate / Quote

Date	Quote #
10/3/2020	23283

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

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Project	Tech Email	Rep
Wertheimer MS	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
50612	15ft High Speed HDMI R Cable with Ethernet	5	0.00	0.00
40413	6FT. 3.5MM STEREO AUDIO CBL M/M	5	0.00	0.00
LAMARISDKIT 35	LAMAR CUSTOM KIT WITH CABLES OF 35 FEET.	1	0.00	0.00
LAMARISDKIT 50	LAMAR CUSTOM KIT WITH CABLES OF 50 FEET.	24	0.00	0.00
LAMARISDKIT 75	LAMAR CUSTOM KIT WITH CABLES OF 75 FEET.	6	0.00	0.00
DL-1H1A1U-WPKT...	Wall Plate Single Decora HDBaseT extender set with box style receiver extends HDMI, analog Audio, & USB2.0 high speed	31	0.00	0.00
51W1-12215	Surge Protector, Flat Rotating Plug, 6 Outlet, Black Horizontal Outlets, Plastic, Power Cord 15 foot	31	0.00	0.00
LV1	Arlington Cut in Box. Each. Single Gang	62	0.00	0.00
88158384	1G SS BLANK PLATE	36	0.00	0.00
MISC	ITEM# 88158399 2G SS BLANK PLATE	36	0.00	0.00
88158404	3G SS BLANK PLATE	36	0.00	0.00
AR-DPM-HDF	Adapter Cable DisplayPort male to HDMI female 5 inches long	36	0.00	0.00
MISC	Zip Ties (Bag)	3	0.00	0.00
MISC	Velcro (Roll)	3	0.00	0.00
MISC	Misc. Mounting Hardware	36	0.00	0.00
INSTALL	DeInstall Old Equipment and INSTALLATION of New Classroom AV - In Wall Cabling, Adjustable or Fixed Mounting Solution	31	425.00	13,175.00
INSTALL	DeInstall Old Equipment and INSTALLATION - Mobile Cart	5	300.00	1,500.00
MISC	De-Install - AV Cart/Projector/Etc.	1	75.00	75.00
SHIPPING	SHIPPING FOR LISTED EQUIPMENT	1	4,759.00	4,759.00
MISC	Hardware Total	1	156,905.77	156,905.77

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS.

ESTIMATE GOOD FOR 45 DAYS

FINANCING AVAILABLE WITH APPROVED CREDIT Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.

Subtotal	$176,414.77
Sales Tax (0.0%)	$0.00
Total	$176,414.77

CONSIDER APPROVAL OF LAPTOP CARTS

RECOMMENDATION:

That the Board of Trustees approve the purchase of computer laptop carts and services from Dell not to exceed $450,000.

IMPACT/RATIONALE:

The 2017 bond includes $450,000 for the purchase of laptop carts. The district has purchased an additional 8,000 student laptops to meet the needs of both virtual and on-campus instruction. These laptops need to be stored in carts for charging, security and to update the devices as needed.

PROGRAM DESCRIPTION:

The laptop carts and services will be purchased from Dell through DIR Co-operative purchasing pricing. This purchase will be paid for using 2017 bond funds dedicated to laptop carts.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

INFORMATION ITEM: BOARD POLICIES - FIRST READING

The following local policies are attached for review:

- Localized Policy Manual Update 115

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

Resource Person: Dr. Thomas Randle, Superintendent

Explanatory Notes

TASB Localized Policy Manual Update 115

Lamar CISD

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Update 115 includes new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment. The final Title IX regulations and related materials are available on the U.S. Department of Education Office for Civil Rights website.

Multiple changes at Update 115 are based on legislation from the Regular Session of the 86th Texas Legislature that impose changes effective with the 2020–21 school year. Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 86th Legislature.

An overview video of the local policy changes is available under Policy Manual Update Resources in the myTASB Policy Service Resource Library. **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

AF(LEGAL) INNOVATION DISTRICTS

Revisions to the Administrative Code, effective January 2020:

- Specify that an innovation district may not be exempted from Education Code Chapters 48 (Foundation School Program) and 49 (Options for Local Revenue Levels in Excess of Entitlement); and
- Authorize the commissioner to terminate district of innovation status for a district's failure to comply with the duty to discharge or refuse to hire certain employees or applicants as required by state law.

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Administrative rule changes, effective August 2019, specify that districts with a local accountability system must use the local accountability system rating standards established by the commissioner. These standards will be updated annually and published in the *Local Accountability System Manual*.

Definitions for the various accreditation statuses have also been added.

AIB(LEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

TEA has renamed the Performance-Based Monitoring Analysis System (PBMAS) to the Results Driven Accountability (RDA) system, effective December 3, 2019. This was to align with the Office of Special Education Programs (OSEP) framework.

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Beginning with the 2020–21 school year, HB 4205 creates a new option for campuses that are required to submit campus turnaround plans—an accelerated campus excellence (ACE) turnaround plan. The commissioner is required to approve an ACE turnaround plan if the commissioner determines that the plan meets the statutory requirements.

Other changes are from revised Administrative Code rules, effective March 31, 2020. The rules clarify interventions and sanctions provisions, including campus intervention team membership and participation and campus turnaround plan submission, approval, and implementation processes.

Additional detail has been included about the required notice the campus intervention team must provide regarding the public meeting for soliciting input on development of a targeted improvement plan.

Lamar CISD

BBA(LEGAL) BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

This legally referenced policy on eligibility and qualifications for board members has been revised to clarify that a person cannot *run* for the board if the person has a final felony conviction from which the person has not been pardoned or had the disabilities removed (see Eligibility). The provision at Ineligibility indicating that a person cannot *serve* as a member of the board if the person has been convicted of a felony remains unchanged.

BBBB(LEGAL) ELECTIONS: POST-ELECTION PROCEDURES

HB 2640 deleted the requirement for the presiding officer of the board to prepare a report of precinct results for the secretary of state.

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

Extensive changes to this legally referenced policy on board member training and orientation are from revised Administrative Code rules, effective March 24, 2020. See the TASB Board Development Services website for helpful overviews of the training requirements.

BDF(LEGAL) BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

HB 18 revised the list of persons that a board may appoint to the school health advisory council (SHAC). The bill also added requirements for a district to publish in the student handbook and on the district's website certain information on student physical and mental health resources, policies, and procedures and whether each campus has a full-time nurse or school counselor. The 2020–21 *TASB Model Student Handbook* has been updated to meet this requirement.

BF(LOCAL) BOARD POLICIES

A revision to this local policy clarifies that a district's legally referenced policies are not adopted by the board.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

BQ(LEGAL) PLANNING AND DECISION-MAKING PROCESS

HB 18 revised the list of strategies for improvement of student performance that must be included in the district improvement plan (DIP) to include positive behavior interventions and support and implementation of a comprehensive school counseling program. In addition, the DIP must include:

- Strategies for providing elementary school students information about higher education; and
- The district's procedures on mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention.

Details about dating violence have been moved to FFH addressing harassment; details about sexual abuse, sex trafficking, and other maltreatment of children have been moved to FFG addressing child abuse and neglect.

BQA(LEGAL) PLANNING AND DECISION-MAKING PROCESS: DISTRICT-LEVEL

Provisions on the district-level decision-making committee's responsibilities have been revised to better match statute.

Lamar CISD

BQB(LEGAL) PLANNING AND DECISION-MAKING PROCESS: CAMPUS-LEVEL

Provisions on the campus-level decision-making committee's responsibilities have been revised to better match statute.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Note on page 5 has been adjusted to include a link to a USDA memo addressing micro-purchase and simplified acquisition thresholds for federal child nutrition programs.

CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

TASB Policy Service engaged an outside law firm with expertise in the area of bonds to review the federal securities law provisions in this legally referenced policy, which resulted in revisions throughout that section of the policy.

In addition, we have included two existing statutory provisions on:

- Attorney general review and approval of a public security and the record of proceedings, and
- Authority of the issuer of public securities to contract for certain services.

CCG(LEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

At Tax Rate Adoption, we have added information on the maximum compressed rate from HB 3 and new Administrative Code rules effective April 10, 2020.

HB 492 repeals existing law regarding reappraisal of property damaged in a disaster area. However, an amendment to the Texas constitution approved by voters in November 2019 authorizes a temporary exemption for property damaged in a disaster. These new provisions have been added to CCGA(LEGAL) addressing ad valorem tax exemptions.

A board must conduct an efficiency audit before holding an election seeking voter approval to adopt an M&O tax rate. In conducting the audit, the auditor selected by the board must follow the Legislative Budget Board (LBB) guidelines, to which we have included a link.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

HB 492 provides for a temporary exemption for property damaged in a disaster, as authorized in an amendment to the Texas Constitution approved by voters in November 2019.

CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

Revisions to this legally referenced policy reflect amended Administrative Code rules, effective February 6, 2020, and include:

- The exclusion of any employee names or other personal identifying information from the definition of *substantive documents* submitted to the comptroller in connection with economic development applications,
- Clarification of the procedures for an applicant to obtain continued eligibility for a limitation on appraised value, and
- Extended timelines for the comptroller to review a written agreement for a limitation on appraised value.

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CCH(LEGAL) LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

Effective September 1, 2020, SB 2 requires an appraisal district board in a county with a population of a million or more to increase the size of the appraisal review board (ARB) to an appropriate number of members. The ARB must establish special panels to conduct protest hearings.

CFA(LEGAL) ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

Revisions to the provisions on the Annual Local Debt Report are from amended Administrative Code rules, effective April 5, 2020.

Other revisions are to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CFC(LEGAL) ACCOUNTING: AUDITS

This legally referenced policy on audits has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKA(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

This legally referenced policy on asbestos has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKE(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Revisions regarding training are from amended Administrative Code rules, effective February 5, 2020, and require district police officers and school resource officers to receive a school-based law enforcement proficiency certificate within 180 days of commission or placement in the district.

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

The addition of provisions regarding reporting on appointment and separation of licensed peace officers was prompted by amended Administrative Code rules, effective February 5, 2020.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Revisions to the provisions prohibiting certain expenditures of funds from the instructional materials allotment are from amended Administrative Code rules, effective February 6, 2020.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

A Note has been added pointing to the Texas Department of Agriculture's Records Retention List, which can assist districts with retaining documentation to demonstrate program compliance.

CQ(LEGAL) TECHNOLOGY RESOURCES

This legally referenced policy has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources. Citations to various laws pertaining to unlawful interception, use, or disclosure of communications have also been added to this policy for reference.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Online posting provisions have been updated to:

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- Clarify that notification by the campus intervention team regarding public input on development of a targeted improvement plan must be published on the district and campus websites,
- Add the requirement to post a completed campus turnaround plan 30 days before the final plan is submitted to the board,
- Add details about posting of the Annual Local Debt Report,
- Add the requirement to post information on designated agents under the Digital Millennium Copyright Act for districts seeking to limit liability, and
- Add the requirement to post the district's family engagement plan.
- Add contact information for the district's Title IX coordinator and the district's policy of nondiscrimination; and
- Add materials used to train the Title IX coordinator and other individuals who are relevant to resolving complaints under Title IX.

CQB(LEGAL) TECHNOLOGY RESOURCES: CYBERSECURITY

We have removed provisions on the Electronic Communication Privacy Act that address the criminal consequences of the Act. A high-level reference to this information has been added to CQ(LEGAL).

CRE(LEGAL) INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION

We have removed case law addressing enforcement of a reasonable absence-control rule because the case is also included in DEC(LEGAL).

CS(LEGAL) FACILITY STANDARDS

Provisions on termination of LP-gas service have been revised as a result of amended Administrative Code rules, effective January 6, 2020.

CY(LEGAL) INTELLECTUAL PROPERTY

This legally referenced policy on intellectual property has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

D(LEGAL) PERSONNEL

The D Section table of contents has been revised to rename DBAA Pre-Employment Reviews.

DAA(LEGAL) EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY

This legally referenced policy has been revised at Bankruptcy Discrimination to better match statute.

The provisions addressing compliance coordinators for federal nondiscrimination laws have been updated in response to the new Title IX regulations.

DBAA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

This legally referenced policy has been retitled and reorganized to include various pre-employment reviews. As a result, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to this policy from DC(LEGAL).

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Provisions have been added on the U.S. Department of Transportation's (DOT) national commercial driver license drug and alcohol clearinghouse. A district may not employ a driver subject to DOT drug and alcohol testing who will perform a safety-sensitive function without first conducting a pre-employment inquiry through the clearinghouse.

DC(LEGAL) EMPLOYMENT PRACTICES

As mentioned above, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to DBAA(LEGAL), which now addresses pre-employment reviews.

DED(LOCAL) COMPENSATION AND BENEFITS: VACATIONS AND HOLIDAYS

Recommended revisions to this local policy on paid vacation days address the board's authorization of the program, including which employees are eligible for the benefits, and refer to administrative procedures for details to promote consistent application and prevent conflict between policy and administrative procedures. Please confirm that the eligibility information, which was pulled from the district's existing policy, is accurate.

If your district offers paid holiday benefits to certain district employees, please contact the district's policy consultant for recommended policy language. TASB HR Services has a framework to help districts develop administrative procedures on vacation and holiday programs.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

DF(LEGAL) TERMINATION OF EMPLOYMENT

Failure to terminate an employee on the Do Not Hire Registry has been added as a reason for which the State Board for Educator Certification may impose sanctions on an educator. This change is from amended Administrative Code rules, effective March 5, 2020.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

Changes to this legally referenced policy on reports to TEA regarding non-certified employee misconduct are from revised Administrative Code rules, effective December 31, 2019. The rules clarify the information that must be in a report and include several relevant definitions.

DHE(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

Information on postaccident alcohol or controlled substances testing has been incorporated from DHE(EXHIBIT), which is being deleted.

Additional detail has been included regarding required Department of Transportation drug and alcohol testing of commercial vehicle operators.

DHE(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

This exhibit on postaccident alcohol or controlled substances testing is being deleted, as the content has been incorporated into DHE(LEGAL).

Lamar CISD

DIA(LEGAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The Note pointing to other relevant policies has been updated to reflect Title IX changes. We have added the recent U.S. Supreme Court case, *Bostock v. Clayton County, Georgia*, which held that firing an employee on the basis of homosexuality or transgender status violates Title VII's prohibition against sex discrimination in employment. Margin notes have also been updated.

DIA(LOCAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Recommended revisions to this policy incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The Title IX regulations provide that a district has actual knowledge of sexual harassment if notice or allegations are made to any employee; therefore, a new provision at Notice of Report requires *any* employee who receives a report of prohibited conduct based on sex to notify the Title IX coordinator.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by students.
- Provisions on retaliation and records retention have been updated.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications and clarification of the provisions on distribution of the policy and any accompanying procedures.

TASB's Title IX model procedures are available in TASB School Law eSource.

Lamar CISD

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

DIA(EXHIBIT) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the ADA/Section 504 coordinator, if applicable to your district.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

HB 18 revises both optional and required training for district staff development. Required training, which must be provided annually, focuses on various aspects of student mental health, as listed in the policy. Suicide prevention training must address the specific components indicated.

Details about required mental health support programs have been updated in accordance with HB 18 and moved to FFEB addressing student mental health.

Provisions addressing required training on child abuse, trafficking, and maltreatment have been updated based on revised Administrative Code rules, effective November 6, 2019.

DP(LEGAL) PERSONNEL POSITIONS

This legally referenced policy on personnel has been revised to include provisions on various physical and mental health professionals, including:

- School nurses,
- Certified school counselors,
- Nonphysician mental health professionals, and
- Licensed specialists in school psychology (LSSPs).

EEL(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

In accordance with new federal provisions, districts that have Junior Reserve Officers' Training Corps programs must permit homeschooled students to participate in the program.

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

Provisions on coordinated health programs have been updated based on HB 18.

HB 18 amends the SHAC's duties to include making recommendations about various aspects of student mental health.

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EHB(LEGAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

New provisions on dyslexia compliance monitoring are from revised Administrative Code rules, effective December 25, 2019.

SB 2075 requires that a district notify the parent of a student who has or is at risk for dyslexia or a related disorder that the Texas State Library and Archives Commission provides audiobooks free of charge to students with eligible disabilities.

EHBA(LEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Provisions on off-campus programs to provide special education and related services during school hours in a non-district facility are from new Administrative Code rules, effective November 10, 2019. The rules address placement in the programs, notification to and review by TEA, contract requirements, and changes of student residence.

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

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. For such students who transfer into the district, the rules require the receiving district to:

- Accept a referral done by a previous district for a special education evaluation and complete any written report of a full individual and initial evaluation by the timelines in law, and
- Ensure that the district meets student transfer requirements relating to the ARD committee for a student who is already eligible for services.

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

This legally referenced policy on bilingual education has been revised throughout as a result of amended Administrative Code rules, effective April 10, 2020. The rules address requirements for administering the home language survey, parental notice and consent, and assessment options for students in a two-way dual language immersion program.

Other revisions are to better match statute.

EHBG(LEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Amended Administrative Code rules, effective February 13, 2020, prompted revisions throughout the high-quality prekindergarten program provisions.

EHBJ(LEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to the application process for requesting approval from the State Board of Education or the commissioner to offer an innovative course are from amended Administrative Code rules, effective December 25, 2019.

EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

Provisions on dual credit agreements have been updated based on amended Administrative Code rules, effective November 24, 2019. We have also added some existing statutory provisions on dual credit programs to address faculty supervision and student transcripts.

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EI(LEGAL) ACADEMIC ACHIEVEMENT

Provisions on partial award of credit have been updated to reflect revised Administrative Code rules, effective March 15, 2020. The rules revised terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to:

- Adopt local policy to assist with awarding credit for a course that was earned prior to the student enrolling in or transferring to the district [see FD(LOCAL) recommendations in Update 115],
- Develop credit recovery plans for students who were denied credits outside the district or if the student's credit deficit would impede on-time promotion or graduation,
- Create course transition plans for students who were denied credit,
- Develop and administer personal graduation plans for junior or middle school students, and
- Comply with existing Education Code provisions regarding awarding of diplomas.

EI(LOCAL) ACADEMIC ACHIEVEMENT

Provisions on partial credit have been updated to reflect revised Administrative Code rules, which changed terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

To provide flexibility, Policy Service is recommending deletion of the statement that a student shall be required to retake only the portion of the course with a failing grade. The ways a student can earn credit for the failed part of a course can include various methods other than retaking the failed portion, and board policy is not required to specify which particular method may be used.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Beginning with students enrolled in the 12th grade in the 2021–22 school year, HB 3 will require a student to complete and submit a federal or Texas application for financial aid to graduate. The provision has been added to the policy manual now in case the district starts receiving questions about this provision. TEA will be issuing rules with more details.

Details on forming an individual graduation committee, including acceptable alternate members, have been added from amended Administrative Code rules, effective February 10, 2020.

Administrative Code rules effective November 24, 2019, provide that a student who completes the core curriculum of an institution of higher education meets the curriculum requirements for the foundation high school program, earns an endorsement and the distinguished level of achievement, and is entitled to a high school diploma.

Provisions on transitioning to the foundation high school program have been deleted from law.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Changes to this legally referenced policy on assessments include:

- Additional detail on end-of-course assessments, for more complete information;
- Deletion of detailed provisions on use of the TSI as a substitute assessment in lieu of a statutory reference; and
- Revisions to testing requirements for accountability purposes based on amended Administrative Code rules, effective February 23, 2020.

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EKC(LEGAL) TESTING PROGRAMS: READING ASSESSMENT

Effective with the 2020–21 school year, HB 3 requires a district to administer the commissioner-adopted reading instrument or the commissioner-approved alternative reading instrument to students at the kindergarten level and report results of reading instruments to parents within 60 calendar days of administration.

ELA(LEGAL) CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

This legally referenced policy on partnership charters has been significantly revised in accordance with amended Administrative Code rules, effective March 31, 2020. The rules:

- State that operating partners have final and sole authority over certain campus decisions;
- Add numerous requirements for performance contracts; and
- Update the TEA approval process.

In accordance with amended Administrative Code rules, effective September 1, 2019, a performance contract for a partnership charter only needs to include assurances that the district has consulted with relevant campus personnel if the partnering entity is an open enrollment charter school and not for other partnering entities approved by TEA.

F(LEGAL) STUDENTS

Update 115 includes reorganization of student mental health provisions. As a result:

- FFE has been renamed Counseling and Mental Health;
- FFEA has been renamed Counseling; and
- FFEB has been renamed Mental Health.

FB(LEGAL) EQUAL EDUCATIONAL OPPORTUNITY

The provisions on required grievance procedures and retaliation have been updated based on the new Title IX regulations.

FB(LOCAL) EQUAL EDUCATIONAL OPPORTUNITY

The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text.

FB(EXHIBIT) EQUAL EDUCATIONAL OPPORTUNITY

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

FD(LOCAL) ADMISSIONS

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to adopt local policy to assist with

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awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the district. See Transition Assistance for recommended text to comply with this local policy requirement.

We have retained unchanged your unique text at Non-Affiliated Students.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

FDB(LEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

Clarification has been added regarding transfer of a student with a disability who receives special education services and who engaged in bullying.

FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

From HB 3, we have added a provision, effective September 1, 2020, clarifying that a student is not required to attend school for the additional instructional days for which a district receives a financial incentive under Education Code 48.0051. See FEB(LEGAL) for more information.

FEB(LEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

Amended Administrative Code rules, effective December 25, 2019, delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be taken at the official attendance-taking time during the campus's instructional day. There is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

From HB 3, we have added a provision, effective September 1, 2020, under which a district may receive a financial incentive for offering an additional 30 days of half-day instruction above the required minimum number of minutes for students in prekindergarten through fifth grade.

FEB(LOCAL) ATTENDANCE: ATTENDANCE ACCOUNTING

Recommended revisions to this local policy on attendance accounting are to address amended Administrative Code rules that delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

See FEB in the *TASB Regulations Resource Manual*.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Provisions on nursing peer review committees have been moved to DP(LEGAL).

Provisions on psychotropics and psychiatric evaluations have been moved to FFEB(LEGAL).

FFAE(LEGAL) WELLNESS AND HEALTH SERVICES: SCHOOL-BASED HEALTH CENTERS

HB 18 permits the board (in addition to a local health education and health-care advisory council) to initiate the establishment of a school-based health center at a campus. The bill also expands the list of services that may be provided at school-based health centers to include physical health care, treatment of mental health conditions, and treatment for substance abuse.

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Other changes from HB 18 address parental consent for referrals, the membership of the advisory council, and coordination with existing providers.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

Provisions on the recommended best practice programs and research-based practices on student mental health have been moved to FFEB(LEGAL).

FFC(LEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. The rules address processes and practices on the following:

- Transferring student records;
- Developing systems to ease transition for students, including welcome packets, introductions, and mechanisms for receiving school nutrition program benefits;
- Convening enrollment conferences;
- Determining appropriate placement in educational programs and courses;
- Facilitating participation in extracurricular programs;
- Promoting postsecondary information; and
- Notifying the educational decision-maker and caseworker of events that significantly impact the student's education.

FFE(LEGAL) STUDENT WELFARE: COUNSELING AND MENTAL HEALTH

Provisions on counseling have been moved to FFEA.

FFEA(LEGAL) COUNSELING AND MENTAL HEALTH: COUNSELING

This legally referenced policy has been reorganized to focus on both behavioral and academic counseling programs. As a result:

- Personnel provisions on school counselors and their duties have been moved to DP(LEGAL), and
- Various provisions regarding consent to counseling services previously at FFE(LEGAL) have been moved to this code.

From HB 18, we have added a provision requiring a school counselor to work with various stakeholders to plan, implement, and evaluate a comprehensive school counseling program.

From HB 114, we have added a provision applicable with the 2020–21 school year requiring a school counselor to provide information regarding availability of college credit for military experience, education, and training obtained during military service.

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

This legally referenced policy has been added to focus on student mental health programs. As a result, provisions on psychotropics and psychiatric evaluations previously at FFAC(LEGAL) have been moved to this code.

The policy now addresses the various mental health programs, as revised by HB 18, for which the district must develop practices and procedures. The practices and procedures must be included in the student

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handbook and district improvement plan. The 2020–21 *TASB Model Student Handbook* has been updated to meet this requirement.

FFG(LEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This legally referenced policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules, effective November 6, 2019. The rules address the required policy on sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 *TASB Model Student Handbook* has been updated to meet this requirement. The rules also revise the elements of the required child abuse and neglect reporting policy.

FFG(LOCAL) has been revised to comply with these rule changes.

FFG(LOCAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This local policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 *TASB Model Student Handbook* has been updated to meet this requirement.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from FFG(EXHIBIT) into this local policy and recommend deletion of the exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

FFG(EXHIBIT) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

As mentioned at FFG(LEGAL), Administrative Code rules on child abuse and neglect were recently revised. To ensure that all required policy elements are addressed in board-adopted local policy, we have revised and moved provisions from this exhibit into FFG(LOCAL). This exhibit is recommended for deletion.

FFH(LEGAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

This legally referenced policy addressing discrimination, harassment, and retaliation against students has been significantly revised to include the new Title IX regulations, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

The final Title IX regulations and related materials are available on the U.S. Department of Education Office for Civil Rights website.

Provisions on dating violence have been moved from BQ(LEGAL) to this code on discrimination, harassment, and retaliation.

FFH(LOCAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Based on the new Title IX regulations, recommended revisions include the following.

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- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The provision requiring an employee to report prohibited conduct has been updated to include either direct or indirect reports.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.
- Provisions on retaliation and false claims have been updated and moved to the end of the policy.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications.

TASB's Title IX model procedures are available in TASB School Law eSource.

FFH(EXHIBIT) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

FM(LEGAL) STUDENT ACTIVITIES

The detailed list of honors classes for purposes of eligibility to participate in extracurricular activities has been deleted in lieu of a reference to the Administrative Code.

Existing statutory provisions on before- and after-school programs for elementary and middle school grades have been added.

Lamar CISD

FMF(LOCAL) STUDENT ACTIVITIES: CONTESTS AND COMPETITION

This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district's practices can be included in administrative procedures.

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

Policy Service has revised the list of protected characteristics at Other Complaint Processes, item 1, to align with the list at FFH(LOCAL) above.

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See FNG in the *TASB Regulations Resource Manual* for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

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

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

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

GBAA(REGULATION) INFORMATION ACCESS: REQUESTS FOR INFORMATION

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

- If this regulation is obsolete and should be deleted from your localized policy manual; or
- If you have revisions that you wish to submit for editorial and legal review and incorporation into your localized policy manual.

GBAA(EXHIBIT) INFORMATION ACCESS: REQUESTS FOR INFORMATION

This exhibit referring to the attorney general's guidelines for charges under the Public Information Act is being deleted. The citation to the Administrative Code where these charges are found has been added to GBAA(LEGAL).

See GBAA in the *TASB Regulations Resource Manual* for updated forms related to requests for information.

GF(LOCAL) PUBLIC COMPLAINTS

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

Lamar CISD

See GF in the *TASB Regulations Resource Manual* for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to this policy topic.

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Provisions on drones have been updated based on changes to federal law and replace previous provisions on model aircraft.

Instruction Sheet

TASB Localized Policy Manual Update 115

Lamar CISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AF	(LEGAL)	Replace policy	Revised policy
AIA	(LEGAL)	Replace policy	Revised policy
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
BBA	(LEGAL)	Replace policy	Revised policy
BBBB	(LEGAL)	Replace policy	Revised policy
BBD	(LEGAL)	Replace policy	Revised policy
BDF	(LEGAL)	Replace policy	Revised policy
BF	(LOCAL)	Replace policy	Revised policy
BQ	(LEGAL)	Replace policy	Revised policy
BQA	(LEGAL)	Replace policy	Revised policy
BQB	(LEGAL)	Replace policy	Revised policy
CBB	(LEGAL)	Replace policy	Revised policy
CCA	(LEGAL)	Replace policy	Revised policy
CCG	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CCGB	(LEGAL)	Replace policy	Revised policy
CCH	(LEGAL)	Replace policy	Revised policy
CFA	(LEGAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CKA	(LEGAL)	Replace policy	Revised policy
CKE	(LEGAL)	Replace policy	Revised policy
CKEA	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CO	(LEGAL)	Replace policy	Revised policy
CQ	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CQB	(LEGAL)	Replace policy	Revised policy
CRE	(LEGAL)	Replace policy	Revised policy
CS	(LEGAL)	Replace policy	Revised policy
CY	(LEGAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DAA	(LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 115

Lamar CISD

Code	Type	Action To Be Taken	Note
DBAA	(LEGAL)	Replace policy	Revised policy
DC	(LEGAL)	Replace policy	Revised policy
DED	(LOCAL)	Replace policy	Revised policy
DF	(LEGAL)	Replace policy	Revised policy
DHC	(LEGAL)	Replace policy	Revised policy
DHE	(LEGAL)	Replace policy	Revised policy
DHE	(EXHIBIT)	DELETE exhibit	See explanatory note
DIA	(LEGAL)	Replace policy	Revised policy
DIA	(LOCAL)	Replace policy	Revised policy
DIA	(EXHIBIT)	No exhibit enclosed	See explanatory note
DMA	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
EEL	(LEGAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy
EHB	(LEGAL)	Replace policy	Revised policy
EHBA	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBE	(LEGAL)	Replace policy	Revised policy
EHBG	(LEGAL)	Replace policy	Revised policy
EHBJ	(LEGAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EI	(LEGAL)	Replace policy	Revised policy
EI	(LOCAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
EKC	(LEGAL)	Replace policy	Revised policy
ELA	(LEGAL)	Replace policy	Revised policy
F	(LEGAL)	Replace table of contents	Revised table of contents
FB	(LEGAL)	Replace policy	Revised policy
FB	(LOCAL)	Replace policy	Revised policy
FB	(EXHIBIT)	No exhibit enclosed	See explanatory note
FD	(LOCAL)	Replace policy	Revised policy
FDB	(LEGAL)	Replace policy	Revised policy
FEA	(LEGAL)	Replace policy	Revised policy

Instruction Sheet

TASB Localized Policy Manual Update 115

Lamar CISD

Code	Type	Action To Be Taken	Note
FEB	(LEGAL)	Replace policy	Revised policy
FEB	(LOCAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FFAE	(LEGAL)	Replace policy	Revised policy
FFB	(LEGAL)	Replace policy	Revised policy
FFC	(LEGAL)	Replace policy	Revised policy
FFE	(LEGAL)	DELETE policy	See explanatory note
FFEA	(LEGAL)	Replace policy	Revised policy
FFEB	(LEGAL)	ADD policy	See explanatory note
FFG	(LEGAL)	Replace policy	Revised policy
FFG	(LOCAL)	Replace policy	Revised policy
FFG	(EXHIBIT)	DELETE exhibit	See explanatory note
FFH	(LEGAL)	Replace policy	Revised policy
FFH	(LOCAL)	Replace policy	Revised policy
FFH	(EXHIBIT)	No exhibit enclosed	See explanatory note
FM	(LEGAL)	Replace policy	Revised policy
FMF	(LOCAL)	DELETE policy	See explanatory note
FNG	(LOCAL)	Replace policy	Revised policy
FNG	(EXHIBIT)	Review exhibit	Revise as necessary
GBAA	(REGULATION)	Review regulation	Revise as necessary
GBAA	(EXHIBIT)	DELETE exhibit	See explanatory note
GF	(LOCAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent or designee shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

Adoption and Amendment

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

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Legally referenced policies are not adopted by the Board.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

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TASB Localized Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Employees who are employed 251 days shall be granted annual vacations with pay, in accordance with the following schedule:

1. Employees with six to 12 months of continuous service shall receive five vacation days.
2. Employees with one to ten years of continuous service shall receive ten vacation days.
3. Employees with ten to 20 years of continuous service shall receive 15 vacation days.
4. Employees with more than 20 years of continuous service shall receive 20 vacation days.

Employees who are employed for 230 days or more, but less than 251 days shall be granted scheduled vacations with pay on the following basis:

1. Employees with ten to 20 years of service in the District shall receive five vacation days.
2. Employees with 20 or more years of service in the District shall receive ten vacation days.

Accumulation

Vacation days carried over from the year (July1 to June 30) in which they accrue shall be used no later than the end of the following year. (June 30)

Vacation Days

Eligible employees in positions normally requiring at least 230 days of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;

~~Employees who are employed 251 days shall be granted annual vacations with pay, in accordance with the following schedule:~~

~~1. Employees with six to 12 months of continuous service shall receive five vacation days.~~

4. ~~Employees with one to ten years~~Accumulation and carryover limits; and

~~2.~~ Treatment of ~~continuous service shall receive ten~~ vacation days upon separation from ~~.~~

~~3. Employees with ten to 20 years of continuous~~ service. ~~shall receive 15 vacation days.~~

~~4. Employees with more than 20 years of continuous service shall receive 20 vacation days.~~

~~Employees who are employed for 230 days or more, but less than 251 days shall be granted scheduled vacations with pay on the following basis:~~

~~1. Employees with ten to 20 years of service in the District shall receive five vacation days.~~

~~2. Employees with 20 or more years of service in the District shall receive ten vacation days.~~

~~**Accumulation**~~

~~Vacation days carried over from the year (July1 to June 30) in which they accrue shall be used no later than the end of the following year. (June 30)~~

Postaccident Testing

This table depicts the circumstances under which an employer is required to perform a postaccident alcohol or controlled substances test, in accordance with 49 CFR 382.303(a).

Types of accidents involved	Citation issued to the CMV driver	Test must be performed by the employer
Human fatality	YES	YES
Human fatality	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
Bodily injury with immediate medical treatment away from the scene	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
Disabling damage to any motor vehicle requiring tow away	NO	NO

Note: This policy addresses discrimination, harassment, and retaliation involving District employees. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term "employee" includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or

2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Investigation of the Report

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

Access to Policy

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

Note: This policy addresses discrimination, harassment, and retaliation against~~involving~~ District employees. For Title IX and other provisions regarding~~For~~ discrimination, harassment, and retaliation against~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term "employee" includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender,~~ national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender,~~ national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, sex, ~~gender,~~ national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds~~types~~ of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or

2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communication, including electronic communication~~or contact~~.

~~**Retaliation**~~

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.~~

~~**Prohibited Conduct**~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

Any~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination~~antidiscrimination~~ laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct~~it~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment—Title IX

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount~~a period~~ of time required by law.~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's~~District~~ administrative offices.

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only one semester of a two-semester course and the combined grade for the two semesters is lower than 70, the District shall award the student credit for the semester with the passing grade. The student shall be required to retake only the semester in which he or she earned the failing grade.

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half~~one semester~~ of a ~~two-semester~~ course and the combined grade for both halves~~the two semesters~~ is lower than 70, the District shall award the student credit for the half~~semester~~ with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator

The District has designated a Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator

The District has designated an ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity

General Education

The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports

If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for

identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is

not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records retention schedules. [See CPC]

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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The District designates and authorizes the~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

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A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records control~~retention~~ schedules. [See CPC]

Persons Age 21 And Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

Foreign Exchange Students

The number of foreign exchange students accepted by each District high school shall be limited to five per campus, in accordance with the TEA waiver process. Due to limitations on space and instructional personnel, exceptions may not be granted.

Consideration

In order to be considered for District enrollment, prospective foreign exchange students and their sponsoring host agents must provide all requested records no later than June 1 for fall semester or academic year enrollment, or October 1 for spring semester enrollment. Records include, but are not limited to:

- Official confirmation of participation in a foreign exchange educational program, agency, or organization.
- Transcripts and educational records.
- Birth certificates, travel visas, and the like with documentation that the student is at least 16 years of age or older.

Foreign exchange student enrollment shall be considered on a first-come, first-served basis. Once a District high school campus has admitted five foreign exchange students, the campus shall be considered closed for further foreign exchange student enrollment until space is once again available.

If the nearest zoned District high school closes enrollment, the student and sponsoring host agents may seek enrollment in another District high school that has space available. However, the student and sponsoring host agent shall assume responsibility for transporting the student to and from campus.

Enrollment

Once approved for enrollment, foreign exchange students and their sponsoring host agents are subject to all District rules, regulations, and policies.

Non-Affiliated Students

Students who are not affiliated with a foreign exchange or educational program, agency, or organization, but who are temporarily living with a host family, shall be subject to the same requirements as students who are affiliated with a foreign exchange or educational program, agency, or organization.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. [See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Persons Age 21 and~~And~~ Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

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At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

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If the nearest zoned District high school closes enrollment, the student and sponsoring host agents may seek enrollment in another District high school that has space available. However, the student and sponsoring host agent shall assume responsibility for transporting the student to and from campus.

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Once approved for enrollment, foreign exchange students and their sponsoring host agents are subject to all District rules, regulations, and policies.

Non-Affiliated Students

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For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

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The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

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Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Attendance Accounting System

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative Recording Time

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternative time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The alternative time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.

Parental Consent to Leave Campus

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

Attendance Accounting System

The Superintendent shall be responsible for designating the official attendance-taking time during the campus's instructional day and maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative Attendance-Taking~~Recording~~ Time

The ~~When appropriate, the~~ Superintendent is authorized to ~~shall~~ establish written procedures permitting a campus to record absences in~~specify~~ an alternative hour from the District's official ~~time for taking~~ attendance-taking time ~~other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus~~ or for a designated group of students at a campus. The alternative ~~time for recording~~ attendance-taking time shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* and administrative regulations.

Parental Consent to Leave Campus

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

This policy addresses sexual abuse of children and is adopted in accordance with Section 38.0041 of the Texas Education Code.

Definition of Sexual Abuse

Sexual abuse includes the following acts or omissions by a person:

1. Engaging in sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of indecency with a child, sexual assault, or aggravated sexual assault;
2. Failing to make a reasonable effort to prevent sexual conduct harmful to a child;
3. Compelling or encouraging the child to engage in sexual conduct;
4. Causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child if the person knew or should have known that the resulting photograph, film, or depiction of the child is obscene or pornographic; or
5. Causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child.

Texas Family Code 261.001

Teacher Knowledge

Every year teachers shall be informed about issues related to the sexual abuse of children, including knowledge of likely warning signs indicating that a child may be a victim of sexual abuse, methods of communicating with a child subjected to abuse, and actions to take to report suspected sexual abuse. Notice shall be provided through teacher training.

Student Knowledge

Every year students shall be informed of issues regarding sexual abuse, including the likely warning signs that a child is being abused. Notice shall be made to students through the student handbook.

Parent Knowledge

The District shall make each parent of a child aware of the issues regarding sexual abuse of children, including likely warning signs that a child is being abused. Notice shall be provided to parents through the parent Web site.

Actions a Child Victim Should Take

The District has established appropriate methods and actions that should be taken by a child who is a victim of sexual abuse in order to obtain assistance and intervention. The District shall provide notice to the child of those available assistance and intervention programs through the student handbook.

Resources

The District shall use the resources developed by the Texas Education Agency under Section 38.004 of the Texas Education Code

in providing information to students, parents, and teachers about sexual abuse of children.

Counseling Options

The District shall provide access to support services to any student who has been sexually abused. The District has established appropriate counseling options, including the guidance counselor and programs within the community, for those students affected by sexual abuse. Students shall be notified of available support services through notice in the student handbook.

Duty to Report

Any person who suspects a student is being sexually abused shall refer to the procedure outlined in policy FFG(LEGAL) and FFG(EXHIBIT).

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Program to Address Child Sexual Abuse, Trafficking, and Maltreatment

The District's program to address child~~This policy addresses~~ sexual abuse, trafficking, and other maltreatment of children, as included ~~and is adopted~~ in ~~accordance with Section 38.0041 of~~ the District improvement plan and ~~Texas Education Code.~~

~~**Definition of Sexual Abuse**~~

~~Sexual abuse includes~~ the student handbook,~~following acts or omissions by a person:~~

~~1. Engaging in sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of indecency with a child, sexual assault, or aggravated sexual assault;~~

~~2. Failing to make a reasonable effort to prevent sexual conduct harmful to a child;~~

~~3. Compelling or encouraging the child to engage in sexual conduct;~~

~~4. Causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child if the person knew or should have known that the resulting photograph, film, or depiction of the child is obscene or pornographic; or~~

~~5. Causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child.~~

~~*Texas Family Code 261.001*~~

~~**Teacher Knowledge**~~

~~Every year teachers~~ shall include:

Methods for increasing staff, student, and parent awareness regarding these~~be informed about~~ issues ~~related to the sexual abuse of children~~, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim; ~~of sexual abuse, methods of communicating with a child subjected to abuse, and actions to take to report suspected sexual abuse. Notice shall be provided through teacher training.~~

Age ~~**Student Knowledge**~~

~~Every year students shall be informed of issues regarding sexual abuse, including the likely warning signs that a child is being abused. Notice shall be made to students through the student handbook.~~

~~**Parent Knowledge**~~

~~The District shall make each parent of a child aware of the issues regarding sexual abuse of children, including likely warning signs that a child is being abused. Notice shall be provided to parents through the parent Web site.~~

~~**Actions a Child Victim Should Take**~~

1. ~~The District has established~~ appropriate, research-based antivictimization programs for students;

Actions~~ methods and actions~~ that ~~should be taken by~~ a child who is a victim should take~~of sexual abuse in order~~ to obtain assistance and intervention; and~~. The District shall provide notice to the child of those available assistance and intervention programs through the student handbook.~~

2. Available counseling options for affected students.

Training

~~**Resources**~~

~~The District shall use the resources developed by the Texas Education Agency under Section 38.004 of the Texas Education Code in providing information to students, parents, and teachers about sexual abuse of children.~~

~~**Counseling Options**~~

The District shall provide training to employees as required by law. Training shall address techniques~~access~~ to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

Reporting Child Abuse and Neglect

Any person~~support services to any student~~ who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an~~sexually abused. The District has established~~ appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report~~counseling options, including the guidance counselor and programs~~ within 48 hours~~the community, for those students affected by sexual abuse. Students shall be notified~~ of learning of the facts giving rise to the suspicion of abuse or neglect:~~available support services through notice in the student handbook.~~

~~**Duty to Report**~~

1. Any District employee, agent, or contractor~~person~~ who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.

2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional~~student~~ is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if ~~being sexually abused shall refer to~~ the person has cause to believe that an adult was a victim of abuse or neglect as a child and the person determines~~procedure outlined~~ in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.~~policy FFG(LEGAL) and FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the Texas Abuse Hotline Website[i];
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

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[1] Texas Abuse Hotline Website: http://www.txabusehotline.org

Notice of Employee Responsibilities for Reporting Child Abuse and Neglect

What are the District's policies addressing child abuse or neglect and my responsibilities for reporting suspected child abuse or neglect?

The applicable District policies—FFG(LEGAL) and (LOCAL), GRA(LEGAL) and (LOCAL), and DH(LOCAL) and (EXHIBIT)—are enclosed in this packet. This distribution is required by state law. At regular intervals, these policies will be addressed in staff development as well. If you have any questions about these policies, please contact the nurse supervisor at (832) 223-0126.

What are my legal responsibilities for reporting if I suspect that a child has been or may be abused or neglected?

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

Any District employee, agent, or contractor has an additional legal obligation to submit the oral or written report within 48 hours of learning of the facts giving rise to the suspicion.

An employee will make a report if the employee has cause to believe that an adult was a victim of abuse or neglect as a child and the employee determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

Are there any restrictions on reporting?

Under state law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

- Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
- Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

To whom do I make a report?

Reports may be made to any of the following:

- A law enforcement agency: The Rosenberg Police Department, at (832) 256-9268;
- The CPS division of the Texas Department of Family and Protective Services at (800) 252-5400 or Texas Abuse Hotline Website[1]; or

- If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to CPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

Reporting your suspicion to a school counselor, a principal, or another school staff member does NOT fulfill your responsibilities under the law. Furthermore, the District cannot require you to report your suspicion first to a school administrator.

Will my report be kept confidential?

State law requires that the identity of a person making a report of suspected child abuse or neglect be kept confidential.

Will I be liable in any way for making a report?

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

What will happen if I don't report suspected child abuse or neglect?

By failing to report a suspicion of child abuse or neglect:

- You may be placing a child at risk of continued abuse or neglect;
- You are violating the law and may be subject to legal penalties, including criminal sanctions;
- You are violating Board policy and may be subject to disciplinary action, including possible termination of your employment; and
- Your certification from the State Board for Educator Certification may be suspended, revoked, or canceled.

What are my responsibilities regarding investigations of abuse or neglect?

State law specifically prohibits school officials from:

- Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect; or
- Requiring that a parent or school employee be present during the interview.

School personnel must cooperate fully and may not interfere with an investigation of reported child abuse or neglect.

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[1] Texas Abuse Hotline Website: http://www.txabusehotline.org

Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or on any other basis prohibited by law, that adversely affects the student.

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sexual Harassment

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it:

   a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or

   b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Alternative Reporting Procedures

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Investigation of the Report

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of Outcome

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate

notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

Note: This policy addresses discrimination, harassment, and retaliation against~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation against~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability~~, age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, ~~age,~~ or ~~on~~ any other basis prohibited by law, that adversely affects the student.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, sex, gender, national origin, age, disability, ~~age,~~ or any other basis prohibited by law, when the conduct ~~that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it:

   a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or

   b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~**Retaliation**~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~**False Claim**~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~**Prohibited Conduct**~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, ~~or~~ gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Alternative Reporting Procedures

An individual~~A student~~ shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Investigation of Reports Other Than Title IX~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,

and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved~~proven~~, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of Outcome

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include a training program for those involved in the report~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Sexual Harassment–Title IX

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples	Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.
False Claim	A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.
Records Retention	The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control~~retention~~ schedules, but for no less than the minimum amount of time required by law. [See CPC] [For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]
Access to Policy and Procedures	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

DELETE

UIL Activities

State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.

No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]

Athletic Program

A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.

Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.

Interschool competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intraschool sports activities for elementary students shall be maintained as part of the physical education program.

Non-UIL Activities

Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the building principal. [See FM]

Overnight Trips

Students involved in UIL competition above the UIL-district level that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]

Complaints

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

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.

13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

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

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

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

Consolidating Complaints

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

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the

level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

   In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

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

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the

decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any

presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

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The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any

presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

Guidelines for Copy Charges

The charges in this exhibit, to recover costs associated with providing copies of public information, are based on estimated average costs to governmental bodies across the state. When actual costs are 25 percent higher than those used in these rules, governmental bodies other than agencies of the state may request an exemption in accordance with 1 Administrative Code 70.4.

Copy charges are as follows:

1. Standard-paper copy. The charge for standard-paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

2. Nonstandard copy. The charges for nonstandard copies are:

   a. Diskette — $1.00

   b. Magnetic tape — actual cost

   c. Data cartridge — actual cost

   d. Tape cartridge — actual cost

   e. Rewritable CD (CD-RW) — $1.00

   f. Non-rewritable CD (CD-R) — $1.00

   g. Digital video disc (DVD) — $3.00

   h. JAZ drive — actual cost

   i. Other electronic media — actual cost

   j. VHS video cassette — $2.50

   k. Audio cassette — $1.00

   l. Oversize paper copy (e.g., 11" x 17", greenbar, bluebar, not including maps and photographs using specialty paper) — $.50

   m. Specialty paper (e.g., Mylar, blueprint, blueline, map, photographic) — actual cost

Personnel charges are as follows:

1. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the district may charge for the programmer's time. The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate. Districts that do not have in-house programming capabilities shall comply with requests in accordance with Government Code 552.231. [See CQ]

2. The charge for labor costs incurred in processing a request for public information is $15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

3. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in two or more separate buildings that are not physically connected to each other or a remote storage facility. For purposes of this provision, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

   a. To determine whether the district will raise any exceptions to disclosure of the requested information under Government Code, Subchapter C, Chapter 552; or

   b. To research or prepare a request for a ruling by the attorney general's office pursuant to section 552.301 of the Government Code. [See CQ]

5. When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies as a labor charge pursuant to Government Code 552.261(a)(1) or (2).

Overhead charges are as follows:

1. Whenever any labor charge is applicable to a request, the district may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the district chooses to recover such costs, a charge shall be made in accordance with the methodology described in item 3 below. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

2. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Government Code 552.261(a)(1) or (2).

3. The overhead charge shall be computed at 20 percent of the charge made to cover any labor costs associated with a particular request. For example, if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

Microfiche and microfilm charges are as follows:

1. If the district already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the fiche or film can be released in its entirety, the district should make a copy of the fiche or film. The charge for a copy shall not exceed the cost of reproduction. Districts that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

2. If only a master copy of information in microform is maintained, the charge is $.10 per page for standard-size paper copies plus any applicable labor and overhead charge for more than 50 copies.

Remote document retrieval charges are as follows:

1. Due to limited on-site capacity of storage of documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by the district to store current records on-site. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

2. If the district has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the district, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed in accordance with item 2 under personnel charges, above.

Computer resource charges are as follows:

1. The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

2. These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

3. The charges in this section are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each district using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s) and set its charge accordingly:

a. Mainframe: $10.00 per CPU minute

b. Midsize: $1.50 per CPU minute

c. Client/Server: $2.20 per clock hour

d. PC or LAN: $1.00 per clock hour

4. The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather, it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is described above, at Personnel Charges. No charge should be made for computer print-out time. For example, if a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10.00 / 3 = $3.33; or $10.00/(60 / 20) = $3.33.

A district that does not have in-house computer capabilities shall comply with requests in accordance with Government Code 552.231. [See CQ]

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

Governmental bodies may add any related postal or shipping expenses that are necessary to transmit the reproduced information to the requesting party.

Pursuant to Office of the Comptroller of Public Accounts' rules, sales tax shall not be added on charges for public information. (34 Administrative Code, Part 1, Chapter 3, Subchapter O, Sections 3.341 and 3.342).

A district that accepts payment by credit card for copies of public information and that is charged a transaction fee by the credit card company may recover that fee.

1 TAC 70.3, 70.10

Complaints

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

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall

be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

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

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

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

Consolidating Complaints

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

Untimely Filings

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

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

complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

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

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

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

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

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

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

INFORMATION ITEM: TAX COLLECTION REPORT (AS OF SEPTEMBER 30, 2020)

Exhibit "A" gives the LCISD collections made during the month of September 30, 2020.

Exhibit "B" gives the total LCISD collections made this school year from September 1, 2020 through August 31, 2021.

Exhibit "C" shows the LCISD collections made month-by-month of the 2020-21 roll as compared to prior years. Through September 30, 2020, LCISD had collected 0.0 % of the 2020-21 roll.

Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2020-2021.

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
September 2020

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
19	$ 173,125.04	$ 30,346.94	$ 34,934.51	$ 238,406.49	$ 127,220.61	$ 57,234.90	$ 45,904.43	$ 8,046.55
18	$ (51,900.72)	$ 6,793.02	$ 5,112.53	$ (39,995.17)	$ (39,578.96)	$ 10,292.83	$ (12,321.76)	$ 1,612.72
17	$ 16,418.90	$ 3,861.08	$ 2,078.09	$ 22,358.07	$ 12,284.79	$ 4,966.97	$ 4,134.11	$ 972.20
16	$ 8,434.57	$ 2,577.61	$ 1,368.97	$ 12,381.15	$ 6,310.83	$ 3,297.50	$ 2,123.74	$ 649.08
15	$ (90,823.59)	$ 2,463.21	$ 1,157.90	$ (87,202.48)	$ (67,955.17)	$ 3,000.88	$ (22,868.42)	$ 620.23
14	$ (113,597.27)	$ 2,436.33	$ 962.51	$ (110,198.43)	$ (84,994.68)	$ 2,785.38	$ (28,602.59)	$ 613.46
13	$ 1,167.27	$ 696.60	$ 139.83	$ 2,003.70	$ 873.36	$ 661.03	$ 293.91	$ 175.40
12	$ 962.37	$ 592.40	$ 65.35	$ 1,620.12	$ 720.05	$ 508.59	$ 242.32	$ 149.16
11	$ 959.29	$ 672.22	$ 67.86	$ 1,699.37	$ 703.95	$ 561.15	$ 255.34	$ 178.93
10	$ 956.40	$ 751.55	$ 70.31	$ 1,778.26	$ 714.94	$ 632.12	$ 241.46	$ 189.74
09	$ 969.24	$ 852.20	$ 80.16	$ 1,901.60	$ 761.89	$ 750.05	$ 207.35	$ 182.31
08	$ 802.21	$ 802.87	$ 194.13	$ 1,799.21	$ 630.60	$ 825.25	$ 171.61	$ 171.75
07	$ 823.74	$ 934.43	$ 224.75	$ 1,982.92	$ 634.82	$ 944.88	$ 188.92	$ 214.30
06	$ 956.76	$ 1,187.17	$ 277.46	$ 2,421.39	$ 822.24	$ 1,297.72	$ 134.52	$ 166.91
05	$ 1,354.85	$ 1,843.72	$ 425.42	$ 3,623.99	$ 1,197.15	$ 2,054.54	$ 157.70	$ 214.60
04	$ 1,208.52	$ 1,789.62	$ 408.48	$ 3,406.62	$ 1,067.85	$ 1,989.79	$ 140.67	$ 208.31
03	$ 1,094.74	$ 1,752.50	$ 297.22	$ 3,144.46	$ 986.55	$ 1,876.53	$ 108.19	$ 173.19
02	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
99	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
98 & prior	$ 6.87	$ 14.47	$ 2.20	$ 23.54	$ 6.35	$ 15.58	$ 0.52	$ 1.09
Totals	**$ (47,080.81)**	**$ 60,367.94**	**$ 47,867.68**	**$ 61,154.81**	**$ (37,592.83)**	**$ 93,695.69**	**$ (9,487.98)**	**$ 14,539.93**

Lamar Consolidated ISD
Tax Collections
September 1, 2020-August 31, 2021
(Year-To-Date)

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 9/30/2020
19	$ 2,238,716.48	$ 1,940.68	$ 2,240,657.16	$ 173,125.04	$ 30,346.94	$ 34,934.51	$ 238,406.49	$ 2,067,532.12
18	$ 777,233.71	$ (81,284.14)	$ 695,949.57	$ (51,900.72)	$ 6,793.02	$ 5,112.53	$ (39,995.17)	$ 747,850.29
17	$ 479,183.76	$ 2,242.84	$ 481,426.60	$ 16,418.90	$ 3,861.08	$ 2,078.09	$ 22,358.07	$ 465,007.70
16	$ 350,011.80		$ 350,011.80	$ 8,434.57	$ 2,577.61	$ 1,368.97	$ 12,381.15	$ 341,577.23
15	$ 252,679.32	$ (95,040.05)	$ 157,639.27	$ (90,823.59)	$ 2,463.21	$ 1,157.90	$ (87,202.48)	$ 248,462.86
14	$ 194,346.73	$ (117,073.14)	$ 77,273.59	$ (113,597.27)	$ 2,436.33	$ 962.51	$ (110,198.43)	$ 190,870.86
13	$ 167,816.87		$ 167,816.87	$ 1,167.27	$ 696.60	$ 139.83	$ 2,003.70	$ 166,649.60
12	$ 161,649.09		$ 161,649.09	$ 962.37	$ 592.40	$ 65.35	$ 1,620.12	$ 160,686.72
11	$ 155,202.46		$ 155,202.46	$ 959.29	$ 672.22	$ 67.86	$ 1,699.37	$ 154,243.17
10	$ 144,657.40		$ 144,657.40	$ 956.40	$ 751.55	$ 70.31	$ 1,778.26	$ 143,701.00
09	$ 79,838.41		$ 79,838.41	$ 969.24	$ 852.20	$ 80.16	$ 1,901.60	$ 78,869.17
08	$ 62,515.38		$ 62,515.38	$ 802.21	$ 802.87	$ 194.13	$ 1,799.21	$ 61,713.17
07	$ 55,818.21		$ 55,818.21	$ 823.74	$ 934.43	$ 224.75	$ 1,982.92	$ 54,994.47
06	$ 60,890.17		$ 60,890.17	$ 956.76	$ 1,187.17	$ 277.46	$ 2,421.39	$ 59,933.41
05	$ 115,006.58		$ 115,006.58	$ 1,354.85	$ 1,843.72	$ 425.42	$ 3,623.99	$ 113,651.73
04	$ 31,884.63		$ 31,884.63	$ 1,208.52	$ 1,789.62	$ 408.48	$ 3,406.62	$ 30,676.11
03	$ 23,235.40		$ 23,235.40	$ 1,094.74	$ 1,752.50	$ 297.22	$ 3,144.46	$ 22,140.66
02	$ 12,057.97		$ 12,057.97				$ -	$ 12,057.97
01	$ 11,292.25		$ 11,292.25				$ -	$ 11,292.25
00	$ 11,496.86		$ 11,496.86				$ -	$ 11,496.86
99	$ 4,954.66		$ 4,954.66				$ -	$ 4,954.66
98 & prior	$ 9,443.89		$ 9,443.89	$ 6.87	$ 14.47	$ 2.20	$ 23.54	$ 9,437.02
Totals	**$ 5,399,932.03**	**$ (289,213.81)**	**$ 5,110,718.22**	**$ (47,080.81)**	**$ 60,367.94**	**$ 47,867.68**	**$ 61,154.81**	**$ 5,157,799.03**

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

MONTH	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10
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%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
NOV		3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%
DEC		54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%
JAN		85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%
FEB		95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%
MAR		96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%
APR		97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%
MAY		98.0%	98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%
JUNE		98.5%	98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%
JULY		98.8%	99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%
AUG		99.0%	99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-21 TAX COLLECTIONS
AS OF SEPTEMBER 30, 2020

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 9/30/2020	% OF BUDGET COLLECTED
2020	2020-2021	$ 237,648,913	$ -	0.00%
2019 & Prior	2019-20 & Prior	$ 2,095,000	$ (47,081)	-2.25%
TOTAL		**$ 239,743,913**	**$ (47,081)**	**-0.02%**

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF SEPTEMBER 30, 2020

SCHOOL YEAR TAX YEAR	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019	2020-21 2020
COLLECTION YEAR						
1 Orig. Levy	$ 173,016,530	$ 190,749,742	$ 206,293,212	$ 218,981,334	$ 226,337,948	$ -
1 Collections	$ 178,028,558	$ 195,553,464	$ 206,646,042	$ 217,996,739	$ 224,539,726	$ -
Adj. To Roll	$ 6,473,810	$ 6,618,386	$ 2,203,756	$ 867,691	$ 269,311	$ -
2 Collections	$ 745,585	$ 1,046,154	$ 1,082,253	$ 876,292		
Adj. To Roll	$ (149,323)	$ (98,963)	$ (15,240)	$ (228,142)		
3 Collections	$ 192,822	$ 424,152	$ 361,918			
Adj. To Roll	$ 63,603	$ 238,403	$ 73,492			
4 Collections	$ 311,639	$ 289,027				
Adj. To Roll	$ 233,019	$ 146,806				
5 Collections	$ 88,371					
Adj. To Roll	$ (22,201)					
6 Collections						
Adj. To Roll						
TOTAL:						
COLLECTIONS	$ 179,366,975	$ 197,312,798	$ 208,090,213	$ 218,873,031	$ 224,539,726	$ -
ADJUSTED TAX ROLL	$ 179,615,438	$ 197,654,374	$ 208,555,220	$ 219,620,883	$ 226,607,259	$ -
BALANCE TO						
BE COLLECTED	$ 248,463	$ 341,577	$ 465,007	$ 747,851	$ 2,067,532	$ -
ADJ. TAXABLE						
VALUE	$ 12,921,509,158	$ 14,219,227,685	$ 15,003,432,992	$ 15,800,063,490	$ 17,167,216,573	$ -
TOTAL % COLLECTIONS	99.9%	99.8%	99.8%	99.7%	99.1%	0.0%
AS OF SEPTEMBER 30, 2020						
TAX RATE	1.39005	1.39005	1.39005	1.39000	1.32000	1.26910

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (ALC)	Application # 1	**$**	**675,363.55**
Bass Construction (Multi-Campus & HVAC)	Application # 5	**$**	**297,387.05**
Bass Construction (Multi-Purpose & Orchestra)	Application # 2	**$**	**30,247.05**
Bass Construction (Traylor Stadium Press Box)	Application # 10	**$**	**639,507.98**
Corgan (Multi-Campus Renovations)	Application # 11	**$**	**11,324.28**
Corgan (Multi-Campus Renovations – Reimbursables)	Application # 4	**$**	**3,250.00**
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 2	**$**	**382,633.40**
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 3	**$**	**659,025.45**
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 1	**$**	**14,498.90**
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 2	**$**	**263,761.80**
Drymalla Construction (Morgan ES)	Application # 3	**$**	**311,806.15**
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 16	**$**	**5,131,563.70**
Drymalla Construction (Randle HS/Wright JHS Complex – Off Site)	Application # 8	**$**	**44,736.45**

EAB (Austin ES)	Application # 1	**$**	**5,490.00**
EAB (Lamar CHS Improvements)	Application # 1	**$**	**450.00**
EAB (Randle HS)	Application # 2	**$**	**4,150.00**
EAB (Tamarron ES)	Application # 9	**$**	**6,360.00**
EAB (Wright JHS)	Application # 2	**$**	**7,665.00**
PBK Architects (Lamar Complex Exterior)	Application # 7	**$**	**23,112.17**
PBK Architects (Lamar Complex Improvements – Reimbursables)	Application # 3	**$**	**26,791.76**
PBK Architects (Lamar Complex Improvements – Reimbursables)	Application # 4R	**$**	**10,857.59**
PBK Architects (Traylor Stadium Improvements)	Application # 8	**$**	**449.28**
PBK Architects (Traylor Stadium Turf)	Application # 7	**$**	**412.80**
Rice & Gardner (2017 Bond Program)	Application # 18	**$**	**102,456.46**
Rice & Gardner (2017 Bond Program)	Application # 19	**$**	**102,456.46**
Terracon (ALC)	Application # 1	**$**	**1,914.25**
Terracon (Lamar Complex Improvements)	Application # 3	**$**	**6,795.75**
Terracon (Randle HS/Wright JHS)	Application # 17	**$**	**12,259.50**

Terracon (Terry HS Additions/Reno)	Application # 1	**$**	**3,808.38**
Terracon (Traylor Stadium Press Box)	Application # 9	**$**	**523.75**
Terracon (Wessendorff MS Orchestra)	Application # 2	**$**	**910.50**
Terracon (Wessendorff MS Orchestra)	Application # 3	**$**	**997.00**
Traffic Engineers (Morgan ES)	Application # 2	**$**	**1,800.00**
VLK Architects (ALC – Reimbursables)	Application # 6	**$**	**13,089.99**
VLK Architects (Brazos Crossing Exterior – Reimbursables)	Application # 1	**$**	**437.55**
VLK Architects (Brazos Crossing Exterior – Reimbursables)	Application # 2	**$**	**557.37**
VLK Architects (Morgan ES – Reimbursables)	Application # 7	**$**	**2,675.00**
VLK Architects (Terry HS/George JHS – Reimbursables)	Application # 3	**$**	**1,147.39**
VLK Architects (Terry HS/George JHS – Reimbursables)	Application # 4	**$**	**15,754.90**
Winning Way (Foster HS Athletic Improvements)	Application # 2	**$**	**675.00**
Winning Way (Foster HS Multi-Purpose)	Application # 1	**$**	**700.00**
Winning Way (Fulshear HS Multi-Purpose)	Application # 1	**$**	**700.00**
Winning Way (George Ranch HS Multi-Purpose)	Application # 1	**$**	**700.00**

Winning Way (Navarro MS Orchestra)	Application # 1	**$**	**700.00**
Winning Way (Ryon MS Orchestra)	Application # 1	**$**	**600.00**
Winning Way (Wertheimer MS Orchestra)	Application # 1	**$**	**600.00**
Winning Way (Wessendorff MS Orchestra)	Application # 1	**$**	**600.00**

Resource persons: Chris Juntti, Interim Deputy Superintendent of Support Services
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	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,864,034.00	95,370.00	24,864,034.00	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	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	584,061.29	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
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,642,092.09	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,365,105.45	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	**116,395,936.00**	**113,737,229.91**	**2,658,706.09**	**109,914,794.64**	**114,870,732.57**
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,411,731.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	23,127,215.31	3,080,158.69	22,602,199.29	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,158,212.21	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,655,042.40	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	189,000.00	3,786,750.00
Sub Total - Bond Sale 2	**81,145,098.00**	**71,686,951.92**	**9,458,146.08**	**67,016,185.23**	**81,145,098.00**
Grand Total	**197,541,034.00**	**185,424,181.83**	**12,116,852.17**	**176,930,979.87**	**196,015,830.57**

* 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	604,933.00	195,067.00	603,446.85	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,358,980.59	1,600,000.00
Grand Total	**4,300,000.00**	**3,672,657.98**	**627,342.02**	**3,634,664.26**	**4,081,735.00**

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and 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.

TAMARRON ELEMENTARY SCHOOL

SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: April 2019
- Construction Completion: July 23, 2020

OVERVIEW:

- Project Closeout is underway.
- Final acceptance at the November Board Meeting

FUTURE PROJECTS

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
- Project is on hold until a site has been identified

COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Maintenance and Operations Facility	Completed April 2018
Lamar CHS Band Hall Addition	Completed April 2018
Terry High School Band Hall Addition	Completed April 2018
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
Service Center	Completed May 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019
Tamarron Elementary School	Completed July 2020

Monthly Report
October 2020

Dr. Thomas E. Randle High School & Harry Wright Junior High School

Sidewalk pours are in progress.

FM 2977 improvements are scheduled to begin in November.

Schools will have conditioned air in October.

Schools are on schedule to open in August 2021.

Traylor Stadium Press Box Replacement

Exterior panels install is in progress.

Scheduled for completion in October 2020.

Transportation Fuel Tank Replacement

Morris & Associates is the Firm of Record.

New system is fully operational

Underground tanks will be removed in October 2020.

Jane Long Historic Gym Renovations

VLK is the Architect of Record.

Mechanical, Electrical, and Plumbing rough-in and site utilities are in progress.

ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Earthwork for the new 1621 building and Alternative Learning Center Academic Wing is in progress.

Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

High School. Large Group Instruction room steel is complete; roofing in progress. Band Hall masonry is in progress.

Junior High. Choir/Orchestra steel is in progress. Parent drive storm installation is complete.

Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

Earthwork, storm installation, and site utilities are in progress.

Multi-Campus Carpet Replacement

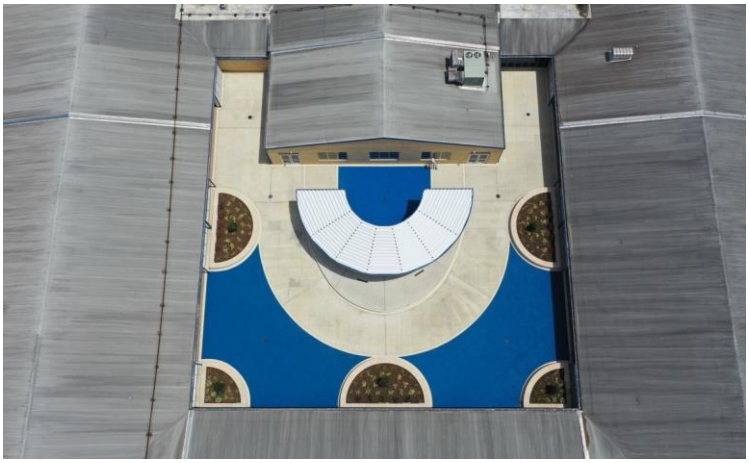
Corgan is the Architect of Record.

Final payment application is scheduled for the November Board Meeting.

Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.

Final payment application is scheduled for the November Board Meeting.



Multi-Purpose Room (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.

Wessendorff Orchestra Room construction is in progress.

Fulshear Multi-Purpose Room construction is in progress.

Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Demolition is in progress.

Project is scheduled for completion in March 2021.

Fletcher Morgan, Jr. Elementary School

VLK is the Architect of Record.

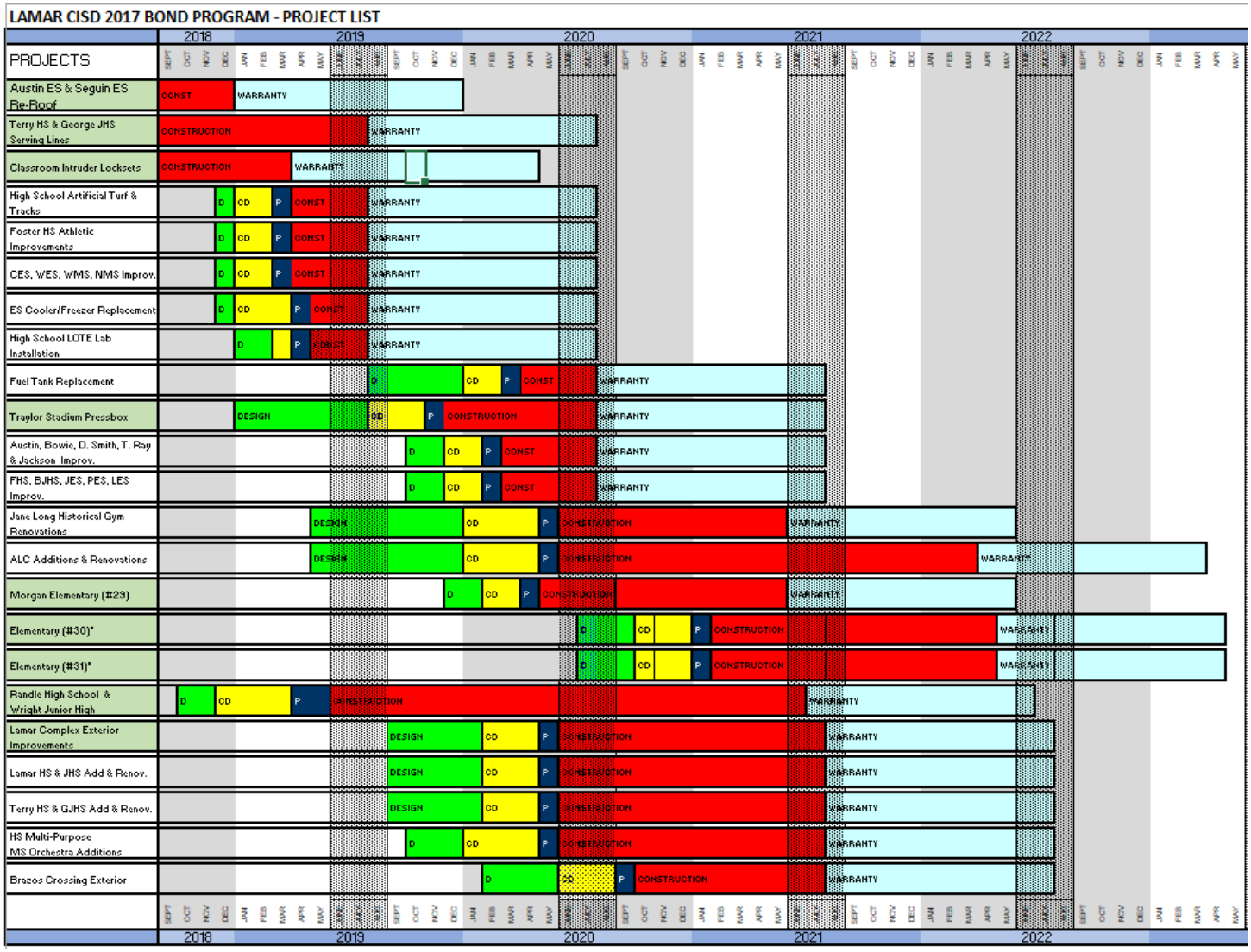
The project has been delayed due to the developer's permit approval.

The schedule will be adjusted once the permit approval is received.

2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Roberts Middle School Orchestra Room	$1,100,000.00	$0.00	$1,100,000.00	$1,100,000.00	$0.00
Austin ES Re-Roof	$1,900,000.00	($529,504.00)	$1,370,496.00	$897,273.00	$473,223.00
Seguin ECC Re-Roof	$1,900,000.00	$0.00	$1,900,000.00	$982,961.00	$917,039.00
Terry HS Serving Lines	$680,000.00	$0.00	$680,000.00	$656,123.95	$23,876.05
George JHS Serving Lines	$620,000.00	$0.00	$620,000.00	$528,728.39	$91,271.61
Classroom Intruder Locks	$400,000.00	$0.00	$400,000.00	$390,985.72	$9,014.28
High School LOTE Lab Renovations- *Lamar /Terry / Foster*	$1,050,000.00	$0.00	$1,050,000.00	$198,565.00	$851,435.00
ES Cooler/Freezer Replacement - *Austin / Bealsley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams*	$1,400,000.00	$0.00	$1,400,000.00	$1,230,756.00	$169,244.00
Summer 2019 Multi-Campus Improv. - *Campbell ES Carpet / Campbell ES VWC / Navarro MS Carpet / Navarro MS Intercom / Wessendorff MS Carpet / Wessendorff MS VWC / Williams ES Carpet / Williams Admin. Renov. / Williams ES Fire Sprinklers*	$2,740,000.00	$114,000.00	$2,854,000.00	$2,824,511.64	$29,488.36
HS Field Turf & Foster HS Track - *GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track*	$9,082,719.00	$0.00	$9,082,719.00	$7,354,323.72	$1,728,395.28
Foster HS Athletic Improvements- *HS Baseball & Softball Improv. / HS Field House Locker Replacement*	$867,281.00	$0.00	$867,281.00	$829,768.00	$37,513.00
Dr. Thomas E. Randle High School- *High School / Turf / Multi-Purpose Room*	$127,630,000.00	$0.00	$127,630,000.00	$115,386,733.73	$12,243,266.27
Harry Wright Junior High School	$62,000,000.00	$0.00	$62,000,000.00	$55,441,207.82	$6,558,792.18
Lamar CHS & Lamar JHS Exterior Improvements - *Traylor Visitor Locker Room / Sub-Varsity Field / HS Multi-Purpose Room Add/ Turf/ Improved Drainage, Parking & Sidewalks / Revised JHS Drop Off / JHS HVAC Upgrades*	$15,340,000.00	$0.00	$15,340,000.00	$13,931,664.00	$1,408,336.00
Lamar CHS & Lamar JHS Additions & Renovations - *HS Admin Renov. / LGI Add / HS Expand Band Hall / JHS Choir Add / JHS Intercom Upgrade*	$8,480,000.00	$0.00	$8,480,000.00	$8,111,230.00	$368,770.00
Terry HS & George JHS Additions & Renovations- *JHS Revoated Locker Room / JHS Band Add / JHS Visitor Parking Add / JHS Forum Renov. / HS replace Wood Football Bleacher / HS Exterior Door & Window Replacement / HS Band & Chior Add / HS Resurface Parking / HS Multi-Purpose Room*	$14,650,000.00	$0.00	$14,650,000.00	$2,167,773.00	$12,482,227.00
Traylor Stadium Press Box Replacement	$2,800,000.00	$1,632,000.00	$4,432,000.00	$4,343,843.00	$88,157.00
New Alternative Learning Center	$12,200,000.00	$0.00	$12,200,000.00	$1,228,860.00	$10,971,140.00
Jane Long ES Historical Gym Renovations	$3,200,000.00	$0.00	$3,200,000.00	$3,187,354.00	$12,646.00
Jane Long Auditorium Seating	$125,000.00	$0.00	$125,000.00	$0.00	$125,000.00
Transportation - Replace Underground Fuel Tank	$900,000.00	$415,504.00	$1,315,504.00	$1,308,014.00	$7,490.00
HS Multi-Purpose Rooms & MS Orchestra Adds - *Foster MP / GR MP / Fushear MP / Narvarro Orch / Wessendorff Orch / Ryon Orch / Wertheimer Orch / Foster HS Add Parking*	$9,570,000.00	$0.00	$9,570,000.00	$9,012,145.00	$557,855.00
Multi-Campus Carpet Replacement - *Foster HS / Briscoe JHS / Jackson ES / Pink ES / Long ES*	$2,310,000.00	$0.00	$2,310,000.00	$2,168,225.00	$141,775.00
Summer 2020 Multi-Campus ES Renovations - *Austin Office Renov. / Bowie Add 25 Parking Spaces / Bowie Replace Entry Canopy / Bowie Serving Line Renov. / Bowie Enlarge Cafeteria / Jackson Drainage Improv. / Jackson Serving Line Renov. / Smith Renov. Courtyard / Ray Improv Drainage in Parking Lot / Controls Upgrade*	$3,370,000.00	$0.00	$3,370,000.00	$3,155,402.00	$214,598.00
Brazos Crossing Renovations	$1,800,000.00	$0.00	$1,800,000.00	$115,420.00	$1,684,580.00
Morgan Elementary School	$30,200,000.00	$0.00	$30,200,000.00	$24,487,855.00	$5,712,145.00
New Elementary School #30	$32,600,000.00	$0.00	$32,600,000.00	$0.00	$32,600,000.00
New Elementary School #31	$35,200,000.00	$0.00	$35,200,000.00	$0.00	$35,200,000.00
Land	$20,000,000.00	$0.00	$20,000,000.00	$0.00	$20,000,000.00
TOTAL	$404,115,000.00	$1,632,000.00	$405,747,000.00	$261,039,722.97	$144,707,277.03
TOTAL FACILITY & PLANNING BOND	$404,115,000.00	funded by 2014 bond availiable funds			
REMAINING FACILITY & PLANNING BOND	$144,707,277.03				

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	$9,044,000.00	$0.00	$9,044,000.00	$6,626,652.77	$2,417,347.23
PT0-Printer Refresh	$1,440,000.00	$0.00	$1,440,000.00	$1,348,510.04	$91,489.96
CCU-Campus Core Uplink	$740,000.00	$0.00	$740,000.00	$638,018.83	$101,981.17
ES0-Expanded Storage	$400,000.00	$0.00	$400,000.00	$400,000.00	$0.00
SC0-Security Cameras	$250,000.00	$0.00	$250,000.00	$250,000.00	$0.00
TEL-Telephones	$890,000.00	$0.00	$890,000.00	$697,671.96	$192,328.04
CR0-Computer Refresh	$18,344,000.00	$0.00	$18,344,000.00	$15,964,910.29	$2,379,089.71
LC0-Laptop Carts	$450,000.00	$0.00	$450,000.00	$0.00	$450,000.00
SCN-Eduphoria Scanners	$122,000.00	$0.00	$122,000.00	$121,450.00	$550.00
IA0-Interact	$2,646,000.00	$0.00	$2,646,000.00	$0.00	$2,646,000.00
TOTAL	$34,326,000.00	$0.00	$25,783,994.93	$26,047,213.89	$8,278,786.11
TOTAL TECHNOLOGY BOND	**$34,326,000.00**				
REMAINING TECHNOLOGY BOND	**$8,278,786.11**				

2017 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	$5,175,000.00	($7,300.00)	$5,167,700.00	$2,560,746.00	$2,606,954.00
Add Air to Buses	$1,335,000.00	$0.00	$1,335,000.00	$0.00	$1,335,000.00
Smart Tag	$500,000.00	$7,300.00	$507,300.00	$507,250.91	$49.09
TOTAL	$7,010,000.00	$0.00	$7,010,000.00	$3,067,996.91	$3,942,003.09
TOTAL TRANSPORTATION BOND	**$7,010,000.00**				
REMAINING TRANSPORTATION BOND	**$3,942,003.09**				


LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST
2018
2019
2020
2021
2022
PROJECTS
Austin ES & Seguin ES Re-Roof
Terry HS & George JHS Serving Lines
Classroom Intruder Locksets
High School Artificial Turf & Tracks
Foster HS Athletic Improvements
CES, WES, WMS, NMS Improv.
ES Cooler/Freezer Replacement
High School LOTE Lab Installation
Fuel Tank Replacement
Traylor Stadium Pressbox
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.
FHS, BJHS, JES, PES, LES Improv.
Jane Long Historical Gym Renovations
ALC Additions & Renovations
Morgan Elementary (#29)
Elementary (#30)*
Elementary (#31)*
Randle High School & Wright Junior High
Lamar Complex Exterior Improvements
Lamar HS & JHS Add & Renov.
Terry HS & GJHS Add & Renov.
HS Multi-Purpose MS Orchestra Additions
Brazos Crossing Exterior
CONST
WARRANTY
CONSTRUCTION
D
CD
P
DESIGN

9.A.#5. – PLANNING BOARD REPORT OCTOBER 15, 2020

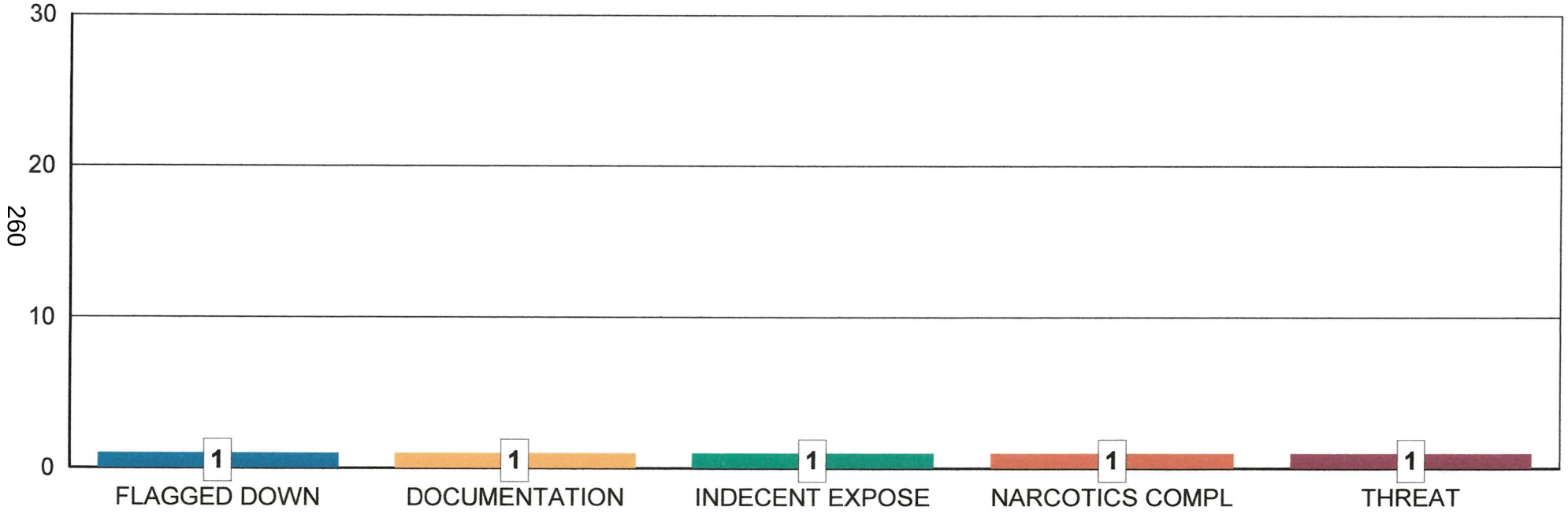
INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

Resource Persons: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development
Asst. Chief Jarret Nethery, Rosenberg Police Department

SRO Division
Monthly Activity - Incident Response
Reports Written in August 2020

Incident Types



FLAGGED DOWN : **1**

FLAGGED DOWN	20-42213	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	DCE	Becerra, Joseph

IN HOUSE : **1**

IN HOUSE	20-41982	20907 TRANQUIL SHORES DR	INH	Rios, Mario

INDECENT EXPOSE : **1**

INDECENT EXPOSE	20-42291	4601 AIRPORT AVE; GEORGE JR HIGH	OBMA	Segura, Daryl

NARCOTICS COMPL : **1**

NARCOTICS COMPL	20-43294	9320 CHARGER WAY; LEAMAN JR HIGH	PC4D	Rios, Mario

THREAT : **1**

THREAT	20-42296	1930 J MEYER RD; J MEYER ELEMENTARY	INH	Becerra, Joseph

Grand Total: 5

9/1/2020 2:21:49PM

INFORMATION ITEM: COVID, UIL, AND RETURN TO SCHOOL GUIDELINES

UIL

We are currently competing in junior high football and volleyball at all junior high campuses. Lamar CISD was one of the first Districts in the greater Houston area to begin junior high athletics. We continue to follow our COVID safety protocol which includes screening event workers, social distancing all those attending contests and requiring face coverings of all fans and athletes when they are not actively competing.

Junior High Volleyball playoffs began on Monday, October 12th and because we were able to schedule the contests at our larger venues and with a larger break between games, we have increased the ticket allotment per participant to two for the semi-finals with plans to increase the allotment to four for the championship round.

Junior high football is in week 3 and high school football is in week 4 currently. We also continue to follow all previously discussed COVID safety protocol at these events. Our online ticketing plan for Varsity games, which gives pre-sale priority to the parents of participants on the team, in the band, drill team and on the cheer team, has allowed those groups access to tickets for all games as designed.

With Fort Bend County's recent lowering of the COVID-19 risk level in our county to yellow, as well as the CDC's update to their "*How COVID Spreads*" website which reiterates the higher risk of spread indoors, Lamar CISD Athletics increased the per participant allotment of tickets for all sub-varsity outdoor contests to two tickets beginning the week of October 12th. Fans from each household are asked to sit together and maintain 6 feet of social distancing from other groups to ensure Lamar CISD continues to comply with the *UIL COVID-19 Risk Mitigation Guidelines.*

Lamar CISD hosted our first swim meets of the year on October 7th and 8th. While these meets restricted access to the natatorium to only participants and utilized the new live streaming camera to share the event with spectators, plans are underway to open the second round of meets for each school to at least one spectator per participant.

With high school basketball starting in early November, plans are being made for basketball season. Ticketing will likely be very similar to the methods we have used for high school volleyball.

Return to School Guideline Update

Secondary Learning Model Change

Virtual to On Campus = 2177
On Campus to Virtual = 313

Campus Preparations

- Adjusted the master schedule for on-campus students in order to maintain social distance as much as instructionally possible
- Provided an orientation on safety procedures and protocols to students returning to on-campus for the first time this school year
- Provided additional resources to teachers and students to support both virtual and on-campus instruction – webcams, laptops, etc.

- Providing academic intervention opportunities to students that were unsuccessful during the first weeks grading period – especially the virtual students

Elementary Learning Model Change
Virtual to On Campus = 2911
On Campus to Virtual = 18

Campus Preparations

- Reviewed the master schedule and adjusting schedules for lunch, recess, and specials as needed
- Creating class rosters
- Adjusting duty schedules and dismissal schedules as needed
- Holding virtual Meet the Teacher and Information Session for parents that chose a different learning model
- Holding a distribution and drop off for parents changing to a different learning model:
    - Drop off technology and other supplies
    - Pick-up Smart Tags, Dismissal tags, and other campus information
- Holding a campus orientation time for new on-campus students to review expectations and protocols during the first week of the 2nd nine weeks
- Updating seating charts

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Asst. Superintendent of Secondary Education
Nikki Nelson, Director of Athletics

INFORMATION ITEM: 2020 – 2021 ATTENDANCE BOUNDARY COMMITTEE

BACKGROUND INFORMATION:

The Board is asked to review the attached timeline for making attendance boundary decisions for Morgan Elementary, which is scheduled to open in fall 2021.

Also attached is the Lamar CISD Zoning Process.

Resource Person: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development

2020 – 2021 Attendance Boundary Committee
Zoning Timeline for Morgan Elementary

October 15	Information item with timeline to Board
November 9	Request for Attendance Boundary Committee (ABC) applications
December 9	ABC review for Morgan Elementary at Facilities Planning Team meeting
December 11	Deadline for principals to submit ABC representatives
December 15	Board Zoning Committee meeting
December 17	Board approval of ABC and charge to ABC
January 4	First ABC meeting – zoning considerations for fall 2021 – 6:30 p.m. Board Room
January 11	Second ABC meeting – zoning considerations for fall 2021 – 6:30 p.m. Board Room
January 20	Third ABC meeting (if necessary) – zoning considerations for fall 2021 – 6:30 p.m. Board Room
January 28	Public input at community meeting – 6:30 p.m. TBD
February 1	ABC meeting – zoning recommendation to the Board finalized for fall 2021 – 6:30 p.m. Board Room
February 16	ABC recommendation to the Board Zoning Committee
February 18	ABC recommendation to the Board – 7 p.m. Board Room
February 22	Information sent out to parents of students rezoned (if approved by Board)
March 25	ABC recommendation to the Board/additional public input/Board discussion if not approved at the February meeting – 7 p.m. Board Room

THE LCISD ZONING PROCESS

FACT: Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

BACKGROUND: In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

REQUESTING AN INTRA-DISTRICT TRANSFER: Assignments of any neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

ZONING OBJECTIVES/CRITERIA: The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
2. To reduce overcrowding of campuses.
3. To plan for future growth.
4. To keep neighborhoods and feeder schools tracking together, as much as possible.
5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
6. To draw secondary zones which reflect the diversity of the district, as much as possible.
7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
8. To involve the community in defining the objectives/criteria for rezoning.
9. To develop a fair and objective rezoning process.
10. To always keep in mind doing what is in the best interest of students.
11. To communicate zoning information effectively to all students and families that may be impacted.
12. To consider fiscal impact of changes.

ATTENDANCE BOUNDARY COMMITTEE MAKE-UP: Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board's charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

LCISD ZONING PROCESS

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership.	Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommenda-tions based on options presented by the administration as charged by the Board.	Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback.	Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input.	Conduct additional community forum(s) if needed to present final recommenda-tion and allow for public comments.	Submit final recommend-dation to the Board Zoning Committee for input.	Submit final recommend-dation for Board approval.

Step 1: The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

Step 2: Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

Step 3: The plan(s) will be shown at a Community Forum(s) for parent input.

Step 4: Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

Step 5: Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

Step 6: ABC will submit final recommendation to the Board Zoning Committee for input.

Step 7: Zoning plan(s) submitted for Board approval.

ADDITIONAL INFORMATION: If you would like additional information about zoning in Lamar CISD, please contact 832-223-0330.

INFORMATION ITEM: MASTER PLAN PRINCIPLES

In response to the Board-approved Superintendent SMART Goals and the 2020 District Improvement Plan, this information item outlines the historical context of the Master Plan Principles in Lamar CISD.

Attached you will find a comprehensive review of the Lamar CISD Master Plan Principles, including their origin and implementation.

Resource Person: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development

LAMAR CISD MASTER PLAN PRINCIPLES

The Board approved the current iteration of the Lamar CISD Master Plan Principles in 2003. These principles outline the District's concepts and visions for our campuses.

HISTORICAL CONTEXT

1994 - Community Plan for Schools

More than four years of study and recommendations by Lamar CISD parents, staff and community members went into the formulation of the 1994 bond package. The process included building walk-throughs, parent surveys and community meetings. The result was a plan that addressed not only facility needs, but related issues such as standard grade configurations for elementary schools and established two middle school/junior high/high school "complexes" to share resources more effectively. In June 1994, the Board approved the Lamar CISD Master Plan Principles, which are shown below.

Lamar CISD
A Recognized TEXAS District
Education Agency

Master Plan Principles

Adopted June 1994

1. To embrace the neighborhood school concept for all elementary students who reside in LCISD.

2. To house grades PK-5 in all elementary school to ensure parents and students that they can enjoy six years of attending school on the same campus.

3. To maximize enrollment at all campuses
   - Elementary schools up to 750
   - Junior highs up to 1400
   - High schools up to 2000

4. To reflect the ethnic balance of the school district in grades 6 – 12.

5. To locate schools with grades 6 – 12 in the same general area.

6. To minimize the alteration of high school zones.

7. To provide adequate space for school/community-based education programs.

2003 – Master Plan Principles Adjusted

In 2003, the Master Plan Principles were reviewed as a result of the rapid and projected growth in Lamar CISD. The School Board brought forward recommendations to adjust the junior high grade configuration to 6-8 and increase the capacity of high schools to 2,300 students.

The notice below was shared with Lamar CISD parents regarding the proposed changes.

Lamar CISD
A Recognized TEXAS Education Agency District

NOTICE TO ALL LAMAR CISD PARENTS

As Lamar CISD continues to grow with over 40 new housing developments, the Board of Trustees and staff have looked closely at the most efficient way to utilize existing facilities.

In October, the Board of Trustees reviewed the Master Plan Principles that were adopted in 1994. The Master Plan Principles consist of several principles that have guided decisions about location of schools, grade configuration, size of school, ethnic distribution, attendance zones, and space for special populations.

Current Master Plan Principles

- To maximize enrollment at all campuses
  Elementary schools - 750 maximum
  Middle schools - 1400 maximum
  High schools - 2000 maximum

Proposed Change

- To maximize enrollment at all campuses
  Elementary schools - 750 maximum
  Middle schools (6) – 750 maximum
  Junior high schools (7-8) - 1300 maximum
  High schools – 2300 maximum

- Grade configuration for new construction would be 6-8 for junior high schools. This configuration would facilitate reduction in operating expenses. Core facilities would be built to house 1300 students.
- Core facilities for new high school construction would be built for 2300 students.

The Board would like to have input from the community before making a final decision on the proposed changes to the Master Plan Principles listed above. If you have questions or comments, please plan to attend the public forum on Thursday, March 27 at 7:00 p.m. at Herndon Auditorium (Lamar CHS) or contact any of the Board Members listed below. You can email Board members at their email address listed on the LCISD website, www.lcisd.org, under the Administration header.

Sally Yates, President	District 4
Jesse Torres, Vice-President	District 3
Synda Frost, Secretary	District 7
Jack Christiana	District 5
Leonard Flemmons	District 1
Sam Hopkins	District 2
Michael Richard	District 6

Following community input, the Board did not move forward with recommendations to adjust campus enrollments, due to a lack of community support. In March of 2003, the Board made minor adjustments to the Master Plan Principles, which are shown below.

Master Plan Principles
Adopted by the Board May 15, 2003

1. To maximize enrollment at all campuses:

    - Elementary schools 750 maximum
    - Middle schools (6) 750 maximum
    - Junior high schools (7-8) 1400 maximum
    - High schools 2000 maximum

2. To embrace the neighborhood school concept for all elementary students who reside in Lamar CISD.

3. To house grades PK-5 in all elementary school to ensure parents and students that they can enjoy six years of attending school on the same campus.

4. To reflect the ethnic balance of the school district in grades 6-12.

5. To locate schools with grades 6-12 in the same general area.

6. To minimize the alteration of high school zones.

7. To provide adequate space for school/community-based education programs.

Since 2003, the Lamar CISD School Board has reviewed the Master Plan Principles at a Regular Board Meeting, prior to every Citizens' Bond Advisory Committee process and publicly called bond election.

This occurred in 2003, 2006, 2011, 2014, 2017 and 2020.