



Lamar Consolidated Independent School District  
Board of Trustees  
Tuesday, July 17, 2012  
7:00 PM

Michael Richard, President • Karen Mendoza, Vice President • Julie Thompson, Secretary  
Dar Hakimzadeh • Sam Hopkins • Frank Torres • Rhonda Zacharias

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
JULY 17, 2012  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. Texas State Solo & Ensemble Contest UIL Outstanding Performers
4. Audience to patrons
5. Approval of minutes
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  - A. Meetings and events
7. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
  - C. Introductions
8. Public Hearing on Internet Safety Policy
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<b>11. CLOSED SESSION</b>	

- 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. 228
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  2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
    - a. Land acquisition
  3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
    - a. Any item listed on the agenda
    - b. Discuss pending, threatened, or potential litigation, including school finance litigation
    - c. Discussion with legal counsel regarding redistricting process

RECONVENE IN OPEN SESSION

**Action on Closed Session Items**  
**Future Agenda Items**

ADJOURNMENT: (Time\_\_\_\_\_)

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

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

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

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

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

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

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

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

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


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

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

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

#### **CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 12th day of July 2012 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

  
Karen Vacek  
Secretary to Superintendent

**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 19<sup>th</sup> day of June 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

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

**Members Present:**

Michael Richard	President
Karen Mendoza	Vice President
Julie Thompson	Secretary
Dar Hakimzadeh	Member
Sam Hopkins	Member
Rhonda Zacharias	Member

**Members Absent:**

Frank Torres	Member
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**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Jeff Rogers	Attorney

**BUSINESS TRANSACTED**

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

**2.OPENING OF MEETING**

The prayer was led by Dr. Bevers and the pledge of allegiance was recited.

**3. RECOGNITIONS/AWARDS**

**a. National DECA Qualifiers**

National DECA qualifiers recognized were as follows:

Lamar Consolidated High School students: Jermisha Sanford, Justice Washington, Johnathan Zemene, Hina Afsar, and Tazeem Gulamhusein

Foster High School students: Nicholas Liberato, Emilio Garcia, and Cesar Dominguez

**b. Technology Student Association National Qualifiers**

Technology Student Association (TSA) national qualifiers recognized were Carl Bennett, Chris Lai, Drew Heugel, Erick Chow, Jhangir Awan, Jolea Nealy, Kevin Esswein, Rachel Tankersley, and Thomas Reynolds.

**c. State Skills Competition Qualifiers**

Terry High School students recognized were Alex Organista, Carlos Ramirez, Edwin Camacho, Rigoberto Lopez, and Danielle Donnelly.

Lamar Consolidated High School students recognized were Nancy Macias, Maria Hinjosa, Gabrielle Gonzales, Shakia Como, Priscilla Escobar, Jessica Obi, Raul Gallalrdo, Erinn Garcia, Misael Rubio, Chiamaka Ujari, Chioma Ujari, Kaylan Rogers, Linda Efejuku, Karen Omay, Chika Iguh, Ashtin Calvin, and Tracy Nwanne.

**4. AUDIENCE TO PATRONS**

None

**5. APPROVAL OF MINUTES OF MAY 15, 2012 SPECIAL BOARD MEETING AND MAY 17, 2012 REGULAR BOARD MEETING**

It was moved by Ms. Thompson and seconded by Ms. Zacharias that the Board of Trustees approve the minutes of May 15, 2012 Special Board Meeting and May 17, 2012 Regular Board Meeting. The motion carried unanimously.

**6. BOARD MEMBERS REPORTS**

□ **Meetings and Events**

Ms. Zacharias reported that the Technology Committee met today. She commended the technology group for streaming graduation. It went very well.

Mr. Hopkins reported on the Facilities Committee meeting. Elementary #22, Polly Ryon Middle School and George Ranch High School shell space build-out is underway and on schedule.

President Richard reported that Board members had attended the TASB Summer Leadership Institute in San Antonio and reported it was an excellent meeting.

**7. SUPERINTENDENT REPORTS**

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

Dr. Bowen introduced new administrators in the district:

Michelle Pena-Amos, After-School Program Coordinator  
Deborah Bible, Assistant Principal, George Ranch High School  
Fred Black, Assistant Principal, George Ranch High School

**AGENDA ITEMS FOR CONSENT OF APPROVAL: 8. A-3—8.A-6, 8.A-9—8. A-10**

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

**8. A GOAL: PLANNING**

**8. A-3 Ratification of Quarterly Investment Report**

ratified the quarterly investment report as submitted for the quarter ending May 31, 2012. (See inserted pages 15-A—15-F.)

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

ratified the financial and investment reports as presented.

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

approved budget amendment requests as attached. (See inserted page 15-G.)

**8. A-6 Approval of Donations to the District, including, but not limited to:**

- a. Campbell Elementary**
- b. Hutchison Elementary**
- c. Velasquez Elementary**
- d. Hubenak Elementary**

approved donations to the district.

**8. A-9 Approval of Deductive Change Order #1 and Final Payment for the Paving Improvement Projects**

approved the Deductive Change Order #1 in the amount of \$2,950.36 and final payment of \$32,084.48 to AAA Asphalt Paving for the paving improvement projects at Bowie Elementary, Smith Elementary, and George Ranch High schools.



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**8. A-10 Approval of Copier Contract**

approved a 36-month lease to OCE' Document Printing Systems for district-wide copiers.

**8. A GOAL: PLANNING**

**8. A-1 Consider Designation of Texas Association of School Boards Delegate and Alternate to the 2012 Texas Association of School Boards (TASB) Fall Convention**

It was moved by Ms. Zacharias and seconded by Mr. Hopkins that the Board of Trustees approve Karen Mendoza as the delegate to the 2012 Texas Association of School Board fall convention. The motion carried unanimously.

It was moved by Ms. Thompson and seconded by Mr. Hakimzadeh that the Board of Trustees approve Ms. Zacharias as the alternate to the 2012 Texas Association of School Board fall convention. The motion carried unanimously.

**8. A-2 Approval of Nomination of Candidate for Position on the Texas Association of School Boards (TASB) Board of Directors**

No nominations.

**8. A-7 Approval of Names for New Elementary Schools, High School #5, and Junior High #5**

It was moved by Ms. Zacharias and seconded by Ms. Mendoza that the Board of Trustees approve the name Churchill Fulshear, Jr. as the name for High School #5. The motion carried unanimously.

It was moved by Ms. Zacharias and seconded by Mr. Hopkins that the Board of Trustees approve the name of Dean Leaman as the name for Junior High School #5. The motion carried unanimously.

It was moved by Mr. Hopkins and seconded by Ms. Mendoza that the Board of Trustees approve the name of Judge James C. Adolphus as the name for Elementary #22. The motion carried unanimously.

It was moved by Ms. Mendoza and seconded by Mr. Hopkins that the Board of Trustees approve the name of John Arredondo as the name for Elementary #23. The motion carried unanimously.

**8. A-8 Discussion of Wine and Beer Permit at Convenience Store Near School District Property**

Board members discussed this item and no one had any opposition. Mr. Richard abstained from any comment. (Store located at Reading Road and FM 2218 in Rosenberg, Texas.)

**8. B GOAL: TECHNOLOGY**

**8. B-1 Approval to Purchase a Firewall and Internet Content Filter**

It was moved by Mr. Hopkins and seconded by Mr. Hakimzadeh that the Board of Trustees approve the purchase of a firewall and content filter from Micro Integration. The motion carried unanimously.

**INFORMATION ITEMS**

**9. A GOAL: INSTRUCTIONAL**

**9. A-1 Quarterly Academic Update**

Instructional staff gave a quarterly academic update to keep the focus of the Board, administration, and the district on student performance.

**9. A-2 Texas Assessment of Knowledge and Skills (TAKS) Results, Spring 2012**

An update on TAKS results for Spring 2012 was shared.

**9. A-3 State of Texas Assessments of Academic Readiness – End of Course (STAAR—EOC) Results, Spring 2012**

Information was shared on STARR--EOC results and Data Driven Decision Process.

**9. B GOAL: PLANNING**

**9. B-1 Appointment of Board Committees**

<b><u>STANDING COMMITTEES</u></b>	<b><u>2011—2012</u></b>	<b><u>2012—2013</u></b>
<b>POLICY REVIEW COMMITTEE</b>	Jesse Torres Karen Mendoza Rhonda Zacharias	Frank Torres Karen Mendoza Rhonda Zacharias
<b>FINANCIAL AUDIT COMMITTEE</b>	Michael Richard Sam Hopkins Karen Mendoza	Michael Richard Sam Hopkins Karen Mendoza
<b>FACILITIES COMMITTEE</b>	Sam Hopkins Michael Richard Julie Thompson	Sam Hopkins Michael Richard Julie Thompson
<b>ATTENDANCE BOUNDARY COMMITTEE</b>	Julie Thompson Dar Hakimzadeh Jesse Torres	Julie Thompson Dar Hakimzadeh Frank Torres

<b><u>STANDING COMMITTEES</u></b>	<b><u>2011—2012</u></b>	<b><u>2012—2013</u></b>
<b>INFORMATION TECHNOLOGY COMMITTEE</b>	Rhonda Zacharias Jack Christiana ** Dar Hakimzadeh	Rhonda Zacharias Jack Christiana ** Dar Hakimzadeh
<b>GOVERNMENT AFFAIRS COMMITTEE</b>	Karen Mendoza Sam Hopkins Michael Richard	Karen Mendoza Sam Hopkins Michael Richard

\*\* Advisory Member

**9. B-2 Budget Workshop**

The Budget Workshop was presented by Jill Ludwig, Chief Financial Officer, with the following agenda:

- 2012—2013 General Fund Revenue and Expenditure Budget Projections
  - Property Tax Revenue
    - Changes to Preliminary Values
  - Updated Totals
- Debt Service Fund Budget Update
- Child Nutrition Fund Budget

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

**9. B-4 Energy Management Quarterly Report**

**9. B-5 Payments for Construction Projects**

**9. B-6 Region 4 Maintenance and Operations Update**

**9. B-7 Bond Update**

**9. B-8 Multi-year Contracts for Insurance Products**

**9. B-9 Multi-year Contracts for Student and Athletic Insurance Coverage**

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations or employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements
  - d. Consider employment of Principal for Wessendorff Middle School

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

The Board adjourned to Closed Session at 8:20 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:45 p.m.

**EMPLOYMENT OF PERSONNEL**

**Employed**

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

Griffin, Krystina                      7/25/2012                      504/Dyslexia Facilitator                      Brazos Crossing

**Employment of Principal for Wessendorff Middle School**

It was moved by Ms. Mendoza and seconded by Mr. Hakimzadeh that the Board of Trustees approve the recommendation of Margaret Patton for principal of Wessendorff Middle School. The motion carried unanimously.

**ADJOURNMENT**

The meeting adjourned at 8:47 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE  
BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC), TEXANA CENTER**

**RECOMMENDATION:**

That the Board approve the Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2012-2013 school year.

**IMPACT/RATIONALE:**

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides, and Lamar CISD has been educating residents residing at BTTC since the facility opened. In the spring of 2001, the program and fiscal responsibility for the BTTC shifted from the Richmond State School to Texana, Mental Health and Retardation Authority. Education is being provided through the LCISD Community Center staff. State foundation special education contact hours and federal special education funds support the services provided at the BTTC.

**PROGRAM DESCRIPTION:**

The Agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2012-2013 school year and provides a system for LCISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between 3 and 6 months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

The agreement is attached for Board review.

Submitted by: Dr. Megan Whitley, Director of Special Education  
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND  
THE BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC),  
TEXANA CENTER**

**THIS AGREEMENT** is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and The Behavior Treatment and Training Center (BTTC), Texana Center, hereinafter referred to as "BTTC/Texana".

**WHEREAS**, the District and BTTC/Texana recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at BTTC/Texana; and

**WHEREAS**, the District and the BTTC/Texana mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

**NOW, THEREFORE**, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and BTTC/Texana to hereby stipulate and agree as follows:

**I.**

**ELIGIBILITY**

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

**II.**

**RESPONSIBILITIES OF THE BTTC/TEXANA**

**BTTC/Texana agrees to:**

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services
3. Food and nutrition services
4. Medical services
5. Nursing services
6. Pharmacy services
7. Physical and occupational services
8. Psychological services
9. Recreation services
10. Social services
11. Speech pathology and audiological services
12. Prior educational services

B. Designate staff member(s) to serve as liaisons for the following activities:

1. Attend the ARD/IEP Committee meetings.
2. Resolve issues that arise in the area of student need.
3. Resolve issues that arise in the areas of general Texana and District services.
4. BTTC Management and LCISD Management shall discuss new District staff members regarding assignment to BTTC.

C. Provide care, active treatment, and other customary services, as deemed appropriate by the BTTC/Texana's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.

D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed at the Behavior Treatment and Training Center, including access to students as appropriate on scheduled class days.

1. Provide classroom space and furniture for instruction by District staff at the BTTC, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
2. When instructional space must be shared by BTTC/Texana and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
3. Provide needed housekeeping/janitorial services in District class space at the BTTC at the end of each instructional day and on an emergency basis.
4. Deliver any needed linen to instructional settings at BTTC/Texana.

E. Coordinate services in the BTTC/Texana's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).

F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.

- G. Provide transportation of students to and from the classroom and the student's living quarters.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:
  - 1. Follow the health policy of the District and BTTC/Texana when illness or infectious/communicable diseases occur.
  - 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
- J. Provide meals during the instructional day for those students the ARD determines need to be served by the District at BTTC/Texana.
- K. Collaborate with the District in the Teacher Training Partnership to increase teacher skills in serving students with severe behavior disabilities.
- L. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the BTTC Manager and the designee of the Director of Special Programs and Projects at the District.
- M. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

### III.

#### RESPONSIBILITIES OF THE DISTRICT

- A. Make available to BTTC/Texana, educational assessments and updates, provide access to student records for information necessary to facilitate BTTC/Texana's care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from BTTC/Texana's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
  - 1. Attend the IPP interdisciplinary team meetings as needed.
  - 2. Resolve issues that arise in areas of student needs.
  - 3. Resolve issues that arise in areas of District and Texana services.
  - 4. BTTC Management and LCISD Management shall discuss new District staff members regarding assignment to BTTC.



- C. Provide and/or make available instructional services, including needed speech and language therapy, to BTTC residents as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations. Provide instructional staff assigned to the BTTC students with Crisis Prevention Institute training, which includes methods and strategies for appropriate intervention with aggressive students. To the extent possible minimize disruptions in assignment of instructional staff in order to provide a therapeutic environment for autistic children with problem behaviors.
- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC campus, classes on BTTC campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.
- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
  - 1. Speech and Language therapy
  - 2. Occupational therapy
  - 3. Physical therapy
  - 4. Adaptive equipment
  - 5. Psychological services
  - 6. Diagnostic services
  - 7. Orientation and Mobility training
  - 8. Special transportation for District students as appropriate
  - 9. Counseling
- H. Collaborate with BTTC in the Teacher Training Partnership to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding Lamar Consolidated Independent School District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, Lamar Consolidated Independent School District policy, and mutually agreed upon guidelines for the implementation of this agreement.

**IV.**

**CONSULTATION BETWEEN PARTIES**

It is understood that after the execution of the agreement, representatives of the District and representatives of BTTC/Texana will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

**V.**

**LIMITATIONS**

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

**VI.**

**TERM**

This Agreement shall be effective beginning August 2012, upon execution by both parties, and shall continue in full force and effect through June 2013. If the agreement made in this Agreement is to be continued beyond June 2013, a new Agreement will be executed.

**VII.**

**PROVISION FOR OTHER AGREEMENTS**

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

**VIII.**

**AMENDMENTS**

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

**IX.**

**BINDING ON SUCCESSORS**

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

**X.**

**LEGALITY**

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

**XI.**

**CONFIDENTIALITY**

The District and BTTC/Texana offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, been executed by a representative of Texana Center duly acting upon the approval of its governing body: and
- b) It has on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

**ATTEST:**

**Texana Center**

**Lamar Consolidated Independent School District**

\_\_\_\_\_  
George Patterson, CEO

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

**THE STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

**BEFORE ME**, the undersigning authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared \_\_\_\_\_, the CEO of Texana Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_, Texas

My commission Expires:

**THE STATE OF TEXAS**

**COUNTY OF FORT BEND**

**BEFORE ME**, the undersigning authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared \_\_\_\_\_, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

\_\_\_\_\_  
Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND  
RICHMOND STATE SUPPORTED LIVING CENTER (RSSLC)**

**RECOMMENDATION:**

That the Board approve the Interagency Program Agreement attached between Richmond State Supported Living Center (RSSLC) and Lamar CISD for the 2012-2013 school year.

**IMPACT/RATIONALE:**

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides. Though the numbers of school age residents at RSSLC has declined since 1987, some children continue to be placed at RSSLC each school year. Current revenue to educate these students includes special education contact hours and special education capacity building federal funds.

**PROGRAM DESCRIPTION:**

Since the 1987-88 school year, Lamar CISD has assumed full responsibility for education of school-aged residents at RSSLC. This has been required as a result of a court order issued by Judge Barefoot Sanders. Cooperative programming by RSSLC and LCISD has proved to be very beneficial for the students and there is a positive working relationship between RSSLC and LCISD staff members.

The Agreement is attached for Board review.

Submitted by: Dr. Megan Whitley, Director of Special Education  
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND  
RICHMOND STATE SUPPORTED LIVING CENTER**

**THIS AGREEMENT** is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District, and Richmond State Supported Living Center, hereinafter referred to as "State Supported Living Center".

**WHEREAS**, the District and State Supported Living Center recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at State Supported Living Center; and

**WHEREAS**, the District and the State Supported Living Center mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

**NOW, THEREFORE**, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and State Supported Living Center to hereby stipulate and agree as follows:

**I.**

**ELIGIBILITY**

To be eligible for special education services under this agreement, a student must be identified as handicapped according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

**II.**

**RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER**

**The State Supported Living Center agrees to:**

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services
3. Food and nutrition services
4. Medical services
5. Nursing services
6. Pharmacy services
7. Physical and occupational services
8. Psychological services
9. Recreation services
10. Social services
11. Speech pathology and audiological services
12. Prior educational services

B. Designate staff member(s) to serve as liaisons for the following activities:

1. Attend the ARD/IEP Committee meetings.
2. Resolve issues that arise in the area of student need.
3. Resolve issues that arise in the areas of general State Supported Living Center and District services.

C. Provide care, active treatment, and other customary services, as deemed appropriate by the State Supported Living Center's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.

D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed on the State Supported Living Center campus, including access to students as appropriate on scheduled class days.

1. Provide classroom space and furniture for instruction of dorm bound or campus class students, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
2. When instructional space must be shared by State Supported Living Center and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
3. Provide needed housekeeping/janitorial services to District class space on dorms at the finished of each instructional day and on an emergency basis.
4. Deliver any needed linen to instructional settings on the State Supported Living Center campus.

- E. Coordinate services in the State Supported Living Center's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom, student's living quarters, to on-campus classes.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction on the State Supported Living Center campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:
  - 1. Follow the health policy of the District and State Supported Living Center when illness or infectious/communicable diseases occur.
  - 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
  - 3. Provide timely transportation from District campus classes back to the State Supported Living Center campus when the student is ill or in need of immediate medical care by State Supported Living Center staff.
- J. Provide meals during the instructional day for those students the ARD determines need to be served on campus in District classes.
- K. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the Director of Education and Training at State Supported Living Center and the campus designee of the Director of Special Education at the District.
- L. Follow all federal and state requirements governing the development and implementation of the IPP, State Supported Living Center policy, and mutually agreed upon guideline for the implementation of this Agreement.



### III.

#### RESPONSIBILITIES OF THE DISTRICT

- A. Make available to the State Supported Living Center, educational assessments and updates, provide access to student records for information necessary to facilitate State Supported Living Center care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from the State Supported Living Center's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
  - 1. Attend the IPP interdisciplinary team meetings.
  - 2. Resolve issues that arise in areas of student needs.
  - 3. Resolve issues that arise in areas of District and State Supported Living Center services.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to the State Supported Living Center residents ages 3 through 21 as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations.
- D. Make available up to a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off State Supported Living Center campus, Center Based classes on State Supported Living Center campus, Dorm based classes on the student's dorm, and bedside instruction in the infirmary. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.
- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to State Supported Living Center staff.
- G. Provide transportation for students to and from the State Supported Living Center for District classes and community Based Training.
- H. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:

1. Speech and Language therapy
  2. Occupational therapy
  3. Physical therapy
  4. Adaptive equipment
  5. Psychological services
  6. Diagnostic services
  7. School Health services
  8. Orientation and Mobility training
  9. Special transportation
  10. Counseling
- I. Provide nursing services for those students that the ARD determines need instruction off campus in District classes including the following:
1. Follow the health policy of the District and the State Supported Living Center when illness or infectious/communicable diseases occur.
  2. Administer prescribed medication according to physicians' orders on file and follow any special nursing procedures the student may require.
  3. Complete and forward injury reports to the State Supported Living Center.
  4. Determine when a student is ill or in need of immediate medical care by State Supported Living Center staff and notify the dorm nurse.
- J. Provide meals during the school day for students instructed off campus in District classes in accordance with special dietary needs and physician's orders. For students attending on-campus classes, provide feeding and/or supervision and dietary information when appropriate.
- K. Inform the State Supported Living Center regarding Lamar Consolidated Independent School District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- L. Follow all federal and state requirements governing the development and implementation of the IEP, Lamar Consolidated Independent School District policy, and mutually agreed upon guidelines for the implementation of this agreement.

#### IV.

### CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of the State Supported Living Center will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

**V.**

**LIMITATIONS**

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from the State Supported Living Center unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and the State Supported Living Center.

**VI.**

**TERM**

This Agreement shall be effective beginning August 2012, upon execution by both parties, and shall continue in full force and effect until June 2013. If the agreement made in this Agreement is to be continued beyond June 2013, a new Agreement will be executed.

**VII.**

**PROVISION FOR OTHER AGREEMENTS**

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

**VIII.**

**AMENDMENTS**

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

**IX.**

**BINDING ON SUCCESSORS**

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

**X.**

**LEGALITY**

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

**XI.**

**CONFIDENTIALITY**

The District and State Supported Living Center offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the \_\_\_ day of \_\_\_\_\_, 20\_\_, been executed by a representative of Richmond State Supported Living Center duly acting upon the approval of its governing body: and
- b) It has on the \_\_\_ day of \_\_\_\_\_, 20\_\_, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

**ATTEST:**

**Richmond State Supported Living Center  
Independent School District**

**Lamar Consolidated**

\_\_\_\_\_  
RSSLC Representative

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

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

**BEFORE ME**, the undersigning authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared \_\_\_\_\_, the Superintendent of Richmond State Supported Living Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

\_\_\_\_\_  
Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

**BEFORE ME**, the undersigning authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared \_\_\_\_\_, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

\_\_\_\_\_  
Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF SECONDARY CURRICULUM  
AT-A-GLANCES FOR CAREER AND TECHNICAL EDUCATION**

**RECOMMENDATION:**

That the Board of Trustees approve the secondary curriculum at-a-glance documents for Career and Technical Education.

**IMPACT/RATIONALE:**

Board Policy EG Local states, "instruction shall be derived from a set of curriculum learnings common to all students." The policy further states that, "the District expects that learning be enhanced by adherence to a curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from school to school... The curriculum shall be designed to provide teachers and students with the District's expectations of what students must learn. Teachers are expected to follow the curriculum of the District."

**BACKGROUND INFORMATION:**

Secondary Career and Technical Education (CTE) working in content-area teams developed these courses. The course documents include student learning objectives in the sequence they are to be taught, grouped by six weeks, with suggested time ranges.

Content-area instructional teams who developed these had multiple opportunities for input regarding revisions. Every opportunity has been taken to consider and respond appropriately to input from teachers.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL TO PURCHASE RESOURCE FOR ELEMENTARY SCIENCE CURRICULUM**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of AIMS digital resource to align with the new science curriculum.

**IMPACT/RATIONALE:**

Funds were set aside in the science curriculum budget to purchase items included in the new curriculum. This line item is intended to be included in five budget years.

- At the elementary level resources from AIMS Education are imbedded and heavily referenced throughout the new curriculum purchased by the district two years ago.
- Due to the changing TEKS in science, AIMS Education has been in the process of updating their materials to meet the rigor of the new TEKS. The resources are now available, and the district will be able to purchase the books electronically.
- The total cost of the District License is quoted as \$52,350. This price includes 4 full-day professional development workshops at no charge.

**PROGRAM DESCRIPTION:**

This proposal is for a District License for digital distribution by Lamar Consolidated Independent School District (LCISD) of AIMS State-Specific Science for Texas (© 2011) for K-5 teachers.

This license gives LCISD the right to unlimited use of 884 modules by teachers at school sites within the district, as follows:

- One module (Science) each for 84 kindergarten teachers
- One module (Science) each for 77 first-grade teachers
- Three modules (Earth, Life, Physical Science) each for 76 second-grade teachers
- Three modules (Earth, Life, Physical Science) each for 62 third-grade teachers
- Three modules (Earth, Life, Physical Science) each for 56 fourth-grade teachers
- Three modules (Earth, Life, Physical Science) each for 47 fifth-grade teachers

The number of teachers needing access was provided by campus principals.

The individual activities of each module will be provided as unlocked PDF files on CDs. The files on the CD will be housed in our online curriculum.

AIMS Education has offered to permit the district to purchase the District License in installments over three budget years. The following is the breakdown of the total cost of the District License to be purchased over three budget years:

- 2011-12 Budget - \$20,000 money is allocated in budget.
- 2012-13 Budget - \$16,350 is included in proposed budget.
- 2013-14 Budget - \$16,000 will be included in proposed budget.

Submitted By:           Dr. Walter Bevers, Executive Director of Secondary Education  
                                  Laura Lyons, Executive Director of Elementary Education  
                                  Suzanne Welch, Science Curriculum and Instructional Specialist

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

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

### **PROGRAM DESCRIPTION:**

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

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

- Ratification of June 2012 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



## SCHEDULE OF JUNE 2012 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 June total \$15,794,740 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,554,699
614	Employee Benefits	324,551
621	Professional Services	211,952
623	Education Services Center	16,667
624	Contracted Maintenance and Repair Services	425,404
625	Utilities	140,805
626	Rentals and Operating Leases	86,283
629	Miscellaneous Contracted Services	328,320
631	Supplies and Materials for Maintenance and Operations	126,336
632	Textbooks and Other Reading Materials	110,562
633	Testing Materials	7,752
634	Food Service	227,241
639	General Supplies and Materials	899,629
641	Travel and Subsistence -- Employee and Student	149,192
642	Insurance and Bonding Costs	500
649	Miscellaneous Operating Costs/Fees and Dues	522,763
659	Other Debt Services Fees	3,500
661	Land Purchase and/or Improvements	17,750
662	Building Purchase, Construction, and/or Improvements	497,375
663	Furniture & Equipment - \$5,000 or more per unit cost	81,950
131	Inventory Purchases	56,593
217	Operating Transfers, Loans and Reimbursements	959
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	3,957
	<b>Total</b>	<b>15,794,740</b>

**PROGRAM DESCRIPTION:**

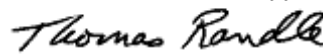
The report above represents all expenditures made during the month of June 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF JUNE 30, 2012**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	104,878,202.00	102,927,131.00	(1,951,071.00)	98.1%
5800-STATE PROGRAM REVENUES	75,322,616.00	56,834,030.00	(18,488,586.00)	75.5%
5900-FEDERAL PROGRAM REVENUES	1,520,000.00	2,207,430.00	687,430.00	145.2%
<b>TOTAL- REVENUES</b>	<b>181,720,818.00</b>	<b>161,968,591.00</b>	<b>(19,752,227.00)</b>	<b>89.1%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	150,586,731.00	116,906,964.00	33,679,767.00	77.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,395,395.00	7,759,570.00	5,635,825.00	57.9%
6300-SUPPLIES AND MATERIALS	9,138,759.00	5,863,425.00	3,275,334.00	64.2%
6400-OTHER OPERATING EXPENDITURES	9,813,474.00	7,463,768.00	2,349,706.00	76.1%
6600-CAPITAL OUTLAY	818,495.00	329,497.00	488,998.00	40.3%
<b>TOTAL-EXPENDITURES</b>	<b>183,752,854.00</b>	<b>138,323,224.00</b>	<b>45,429,630.00</b>	<b>75.3%</b>

**Lamar CISD  
Local Investment Pools  
as of June 30, 2012**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	2,292,953.81	0.00	0.00	262.85	2,293,216.66
General Account	64,482,030.54	0.00	15,414,655.79	6,598.07	49,073,972.82
Capital Projects	0.00	0.00	0.00	0.00	0.00
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,709.12	767,280.00	549,397.72	33.63	219,625.03
Debt Service Series 1996	68.79	0.00	0.00	0.00	68.79
Debt Services Series 1998	0.00	0.00	0.00	0.00	0.00
Debt Service Series 1999	0.00	0.00	0.00	0.00	0.00
Debt Service Series 2004	2,527,583.02	0.00	3,500.00	289.52	2,524,372.54
Workmen's Comp	823,665.94	12,735.17	20,000.00	94.98	816,496.09
Property Tax	12,177,157.22	1,423,058.88	0.00	1,511.22	13,601,727.32
Vending Contract Sponsor	474,342.29	0.00	0.00	54.39	474,396.68
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	642,885.61	0.00	0.00	73.70	642,959.31
Debt Service Series 2007	1,963,683.07	0.00	0.00	225.16	1,963,908.23
Capital Projects Series 2005	1,515,868.95	0.00	0.00	173.76	1,516,042.71
Student Activity Funds	56,151.52	0.00	0.00	6.40	56,157.92
Taylor Ray Donation Account	14,721.10	0.00	0.00	1.70	14,722.80
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,117.94	0.00	0.00	6.07	53,124.01
Debt Service Series 2008	2,936,892.26	0.00	0.00	336.68	2,937,228.94
Powell Point Series 2003	13,816.53	0.00	0.00	1.57	13,818.10
Capital Projects 2012A	22,005,019.69	0.00	0.00	2,522.78	22,007,542.47

**Lone Star Investment Pool Government Overnight Fund**

Capital Projects Fund	5,009.10	0.00	0.00	0.57	5,009.67
Workers' Comp	719,161.24	0.00	0.00	81.30	719,242.54
Property Tax Fund	32,083.99	0.00	0.00	3.63	32,087.62
General Fund	2,581,790.19	0.00	0.00	291.87	2,582,082.06
Food Service Fund	90,277.72	0.00	0.00	10.21	90,287.93
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	43.63	0.00	0.00	0.00	43.63
Capital Project Series 1998	698.99	0.00	0.00	0.08	699.07
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,400.82	0.00	0.00	16.21	143,417.03
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.15	0.00	0.00	0.04	383.19
Capital Projects 2008	36,754.97	0.00	0.00	4.16	36,759.13
Capital Projects 2012A	22,005,457.20	0.00	0.00	2,487.68	22,007,944.88

**MBIA Texas CLASS Fund**

General Account	15,288,125.65	0.00	0.00	3,284.97	15,291,410.62
Debt Service Series 1998	90.83	0.00	0.00	0.00	90.83
Capital Project Series 1998	902.63	0.00	0.00	0.30	902.93
Debt Service Series 1999	1.22	0.00	0.00	0.00	1.22
Capital Project Series 1999	0.00	0.00	0.00	0.00	0.00
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 2008	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,005,519.69	0.00	0.00	2,364.79	11,007,884.48

**TEXSTAR**

Capital Projects Series 2007	742.03	0.00	0.00	0.08	742.11
Debt Service Series 2008	3,188,939.23	0.00	0.00	361.41	3,189,300.64
Capital Projects Series 2008	10,971,065.29	0.00	403,184.16	1,217.70	10,569,098.83
Debt Service Series 2012A	6,099,106.11	0.00	0.00	691.23	6,099,797.34
Debt Service Series 2012B	35,186.41	0.00	0.00	3.99	35,190.40
Capital Projects Series 2012A	37,565,291.53	0.00	330,940.27	4,229.37	37,238,580.63

**TEXAS TERM/DAILY Fund**

Capital Projects Series 2007	2,235,863.20	0.00	0.00	233.85	2,236,097.05
Capital Projects Series 2008	140.39	0.00	0.00	0.01	140.40
Capital Projects Series 2012A	16,503,467.96	0.00	0.00	1,726.09	16,505,194.05

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.14	\$12,192.48
LONE STAR ACCOUNT INTEREST	0.14	\$2,895.75
MBIA TEXAS CLASS ACCOUNT INTEREST	0.13	\$5,650.06
TEXSTAR ACCOUNT INTEREST	0.14	\$6,503.78
TEXAS TERM/DAILY ACCOUNT INTEREST	0.13	\$1,959.95
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$29,202.02</b>
<b>EARNINGS 9-01-11 THRU 5-31-12</b>		<b>\$134,955.04</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$164,157.06</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Since the operating budget for LCISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 14.0)

Submitted by: Jill Ludwig, Chief Financial Officer  
Resource: Yvonne Dawson, Budget and Treasury Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Staff Development is requesting a budget change to pay for staff development of newly hired staff.

199-13	Curriculum and Instr. Staff Development	(6,075.00)
199-61	Community Services	6,075.00

**BUDGET UPDATE**

Jill Ludwig and Yvonne Dawson will provide the Board details regarding the 2012 – 2013 budget.

Resource Person: Jill Ludwig, Chief Financial Officer

**CONSIDER APPROVAL OF PUBLIC MEETING TO DISCUSS  
BUDGET AND PROPOSED TAX RATE**

**RECOMMENDATION:**

That the Board of Trustees approve August 16, 2012 as the date for the public meeting to discuss budget and the proposed tax rate.

**PROGRAM DESCRIPTION:**

After the board agrees upon the proposed tax rate and publishes the notice, the board must call the required public meeting to discuss the budget and proposed tax rate. At least 10, but no more than 30 days before the public meeting, the “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate” must be published in strict accordance with the requirements of Texas Education Code section 44.004. The budget must be approved by law prior to September 1.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF PROPOSED TAX RATE THAT WILL BE PUBLISHED IN  
THE NOTICE FOR THE PUBLIC MEETING**

**RECOMMENDATION:**

That the Board of Trustees approve the tax rate to be published in the newspaper in the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate.

M&O: \$ \_\_\_\_\_  
I&S: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**IMPACT/RATIONALE:**

The two-part tax rate and additional information will be presented at the meeting during the Budget Update. The rate for Maintenance and Operations will be proposed separately from the Interest and Sinking Fund rate.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF GENERAL MERCHANDISE VENDORS**

**RECOMMENDATION:**

That the Board of Trustees approve all local vendors with retail locations within the proximity of Lamar CISD who responded to the general merchandise bid for a term of one year with an option to renew for two additional years.

**IMPACT/RATIONALE:**

Funds for General Merchandise items are allocated from each campus and/or department's local funding. This type of award will ensure that each campus and user department will be in compliance with the state bid laws.

**PROGRAM DESCRIPTION:**

Bid #24-2012 requested discounts from shelf price from area stores to establish net pricing for district purchases. A bid invitation was delivered to numerous stores requested by campuses and those currently patronized by our campuses and departments. Purchasing is recommending an award to all stores that submitted a bid, regardless of discount, because they are convenient to our campuses and facilities, offer seasonal discounts and donations, and provide a large product selection.

Submitted by:        Audrey L. Fox, Purchasing Manager  
                             Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Bid No. 24-2012

Board Agenda: July 17, 2012

Description: General Merchandise

Recommended Vendor(s):

Aves Audio	10-75%
Central Ace Hardware	15%
David's Tackle Box	0%
HEB	0%
Hobby Lobby	10%
Kroger	0%
Party City Corporation	10-20%
Plantation Tru Value	10%
Teacher Heaven	10%
Terra Flora	0%

**CONSIDER APPROVAL OF  
CLASSROOM INSTRUCTIONAL MATERIALS AND SUPPLIES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded to the classroom instructional materials and supplies bid for a term of one year with an option of two automatic one year renewals if both parties agree and terms and conditions remain the same.

**IMPACT/RATIONALE:**

Purchases for Classroom Instructional Materials and Supplies are allocated from each campus or department's local, federal grant, or bond funds. This type of award is beneficial to this District because it allows campuses a larger variety of items to choose from while helping to insure availability of all items selected. Any large aggregated purchases of instructional materials and supplies will be quoted separately to take advantage of volume discounts.

**PROGRAM DESCRIPTION:**

The intent of Bid 25-2012 is to establish a discount from catalog or published price list for a variety of instructional materials categories. The categories included in this bid are:

Adaptive Educational Supplies	Art Equipment and Supplies
Audio Visual Supplies and Equipment	Books/Paperbacks
Career and College Readiness Related Materials	Classroom Specialty Items
Classroom Equipment Supply	Elementary Musical Instruments/ Supplies
Instructional Videos and CDs	Journalism/Photographic Supplies
Laminating/Duplicating Supply	Maps and Globes
Math Supplies and Equipment	Physical Education Equipment and Supplies
Science Equipment and Supplies	Special Education Equipment
Testing and Assessment Materials	Theatrical Supply
Vocational Equipment and Supplies	

Using this bid, teachers and curriculum departments may competitively purchase a wide variety of equipment and supplies when exact quantities cannot be specified or anticipated in advance. Purchasing is recommending an award to all vendors who submitted a completed bid package regardless of discount. A list of awarded vendors is included on the following page.

Submitted by: Audrey L. Fox, Purchasing Manager  
Jill Ludwig, Chief Financial Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

Advanced Graphics  
Attainment Company, Inc.  
Continental Book Company, Inc.  
David's Tackle Box  
Education Plus  
Frog Publications  
Jarrett Publishing Company  
KAPCO  
Learning A-Z  
Macie Publishing Company  
Mentoring Minds, L.P.  
Pearson Education  
Rick Trow Productions, Inc.  
Science Kit  
Sullivan Supply  
Super Duper Publications  
The Writing Academy (TWA)  
Visual Learning Systems

AIMS Educational Foundation  
Big Brainz Inc.  
Creative Mathematics  
Ballard & Tighe Publishers  
ExploreLearning  
Heinemann  
Jones School Supply Co.  
Knowledge Matters, Inc.  
Library Video Company  
Mackin Educational Resources  
Mind Research Institute  
QEP Professional Books  
Sargent-Welch/VWR  
Southwest Book Company  
Summit Products  
Teachers Discovery Inc.  
U.S. School Supply  
Voyager Learning and Sopris Learning

Applied Practice, Ltd.  
Carlex Inc.  
Curriculum Associates  
Educational Innovations, Inc.  
First Impact Education  
Herff Jones, Inc.  
Junior Library Guild  
Lab Resources, Inc.  
Lingui Systems Inc.  
Mayer-Johnson, LLC  
Multi-Health Systems Inc.  
Reading Reading Books, LLC  
School Specialty  
Stage Accents  
Suntex International  
Texas Art Supply Company  
Valiant National AV Supply

**CONSIDER APPROVAL OF PROPOSAL FOR  
PORTABLE BUILDING RELOCATION AND SETUP**

**RECOMMENDATION:**

That the Board of Trustees approve Cherry House Moving for the relocation of portable buildings and setup as needed.

**IMPACT/RATIONALE:**

CSP 26-2012 requested prices for the moving of portable classroom buildings as needed throughout the District. The unit prices requested also include labor and materials for installation of ramps, decks, canopies, and poles.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation of each contractor and final decision was done through a cost analysis and 14 point weighted evaluation system pre-established in the bid.

**PROGRAM DESCRIPTION:**

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material, or disposal costs delineated by the contractor and accepted by the District prior to renewal.

Submitted by:       Audrey L. Fox, Purchasing Manager  
                          Jill Ludwig, Chief Financial Officer  
                          Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Proposal Summary**  
**CSP 26-2012**  
**Portable Building Relocation and Setup**  
**7/17/2012**

	Cherry House Moving Inc	Bass Construction Co., Inc.	Ground Force Building Systems
<b>Basic Cost per Building</b>			

Remove tie-downs, blocks, move, reinstall level and tie-downs classroom buildings:

24 x 32	\$2,895.00	\$3,345.00	No Bid
24 x 64	\$3,745.00	\$4,325.00	No Bid

Move, reinstall, level, and tie-down classroom buildings (within 12-mile radius):

24 x 32	\$3,395.00	\$3,925.00	No Bid
24 x 64	\$4,250.00	\$4,895.00	No Bid

Move, reinstall, level, and tie-down classroom buildings (within 24-mile radius):

24 x 32	\$3,395.00	\$3,925.00	No Bid
24 x 64	\$4,250.00	\$4,895.00	No Bid

Cost per additional leveling block.	\$3.00	\$4.00	No Bid
Cost per additional tie-down.	\$48.50	\$55.00	No Bid
Cost per additional termite shields.	\$5.00	\$6.00	No Bid

**Aluminum Ramps/Decks/Canopies/Poles - District Provided**

Labor and Materials cost to install per linear foot for Ramps and Decks	\$24 per sq ft	\$9.50 per l/f	No Bid
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Labor and Material cost to install per linear foot for Canopies	\$10 per sq ft	\$11.50 per l/f	No Bid
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Labor and Material cost to install per pole for Canopies	Included in canopy price	\$90 each	No Bid
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**Additional Cost**

Base Pads	\$4 each	\$5 each	No Bid
Equipment Mobilization Fee	\$500.00	\$750.00	No Bid
Shim Pads	\$2 each	\$3 each	No Bid
Remove/reinstall fences	\$10 per l/f	n/a	No Bid
Remove/reinstall skirting	\$10 per l/f	n/a	No Bid

Cherry House Moving Inc	Bass Construction Co., Inc.	Ground Force Building Systems
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**INSPECTIONS & SERVICES EVALUATION (Average of 3 appraisers)**

Each line item is weighted by points. The number of points awarded may be all, partial, or none. A low number means low evaluation and a high number means a high evaluation of the line item.

13 PTS	The amount of the base proposal	11.0	6.7	0.0
12 PTS	The amount of the linear foot cost	7.0	9.0	0.0
9 PTS	The Contractor's Standard Moving Program for the District	9.0	4.7	0.0
8 PTS	The sufficiency of the contractors total resources	8.0	6.7	0.0
8 PTS	The probability that the Contractor can perform in accordance with the proposal documents	8.0	6.7	0.0
8 PTS	The responsibility and reputation of the Contractor	8.0	8.0	0.0
6 PTS	Guaranteed maximum response time	6.0	6.0	0.0
6 PTS	The likelihood that the Contractor will perform without delay or interference	6.0	6.0	0.0
5 PTS	The quality and availability of the Contractors personnel and services	5.0	5.0	0.0
5 PTS	The Contractor's previous compliance with laws affecting the project	5.0	4.0	0.0
5 PTS	The amount of values in the additional pricing submittals	4.3	5.0	0.0
5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor	1.7	1.7	0.0
5 PTS	Safety record of Contractor according to OSHA inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor	3.3	3.3	0.0
5 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities	5.0	4.7	0.0
100 PTS	TOTAL POINTS	87.3	77.3	0.0

**CONSIDER APPROVAL OF PURCHASE OF  
TECHNOLOGY VEHICLES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of five small Cargo Utility Vehicles and one Step Van Truck with Lift Gate from Helfman Ford in the amount of \$133,655.

**IMPACT/RATIONALE:**

Bid #27-2012 requested prices to purchase service vehicles for the Technology Services Department. The rationale to purchase these vehicles comes from department research including:

- Technicians are using their personal vehicles to travel within the district and this has proven inefficient.
- The technicians may not have insurance coverage when using their personal vehicle for district travel.
- The cost of mileage reimbursement to technicians.

The bid specifications included an additional Service Truck, but a bid was not received. This item will be acquired through a formal quote process in the near future and is anticipated not to exceed \$40,000. The Technology Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

**PROGRAM DESCRIPTION:**

These vehicles will be used in the daily operations the Technology Department. The Technology Department is replacing one very high-mileage van and one older van that no longer operates, and adding five small Cargo Utility Vans to their fleet.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



**Bid Summary**  
**Bid No. 27-2012**  
**Technology Vehicles**  
**July 17, 2012**

<b>Item</b>	<b>Qty.</b>	<b>Description</b>	<b>Helfman Ford</b>	<b>Legacy Ford</b>
1	1	Service Van	No Bid	No Bid
2	1	Step Van Truck with Lift Gate	<b>31,080.00</b>	No Bid
3	5	Technician Vehicle Transit XL Van	<b>20,515.00</b>	No Bid

**Total Awarded (Sum of Quantity x Bolded Cost) \$ 133,655.00 \$ -**

**CONSIDER APPROVAL OF OPERATION SERVICES FOR DISTRICT  
WATER AND SEWER TREATMENT FACILITIES**

**RECOMMENDATION:**

That the Board of Trustees approve Si Environmental for the operation services for district water and sewer treatment facilities including cleaning of district grease traps.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal #28-2012 requested prices for an annual contract for Operation Services for District Water and Sewer Treatment Facilities and cleaning of district grease traps. This proposal covers water wells, chlorination equipment, storage and pressurization equipment, lift stations and waste water treatment.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation process included a 14-point weighted evaluation system pre-established in the bid. The district received only one bid to evaluate.

**PROGRAM DESCRIPTION:**

This bid will be awarded as an annual contract with the option of two automatic one year renewals if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement will commence on August 1, 2012.

Submitted by: Audrey L. Fox, Purchasing Manager  
Jill Ludwig, Chief Financial Officer  
Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Proposal Summary**

**CSP 28-2012**

**Operation Services for District Water & Sewer Treatment Facilities  
Including Grease Traps**

**July 17, 2012**

<b>Description</b>	<b>Si Environmental LLC</b>
Basic Monthly Operations Fee (State Required & Recommended Levels)	\$10,100.00
Basic Monthly Operations Fee (State Required Levels Only)	\$9,300.00
% Markup for Materials Purchased	10%
% Markup for Supervision & Inspections of Sub-Contractors	12%
Bacteriological Analysis	Est \$60/month
Annual Subsidence District Report	\$50/month
Preparation of Other Reports, as required	\$110/month
Performance Bond, if required by District	Est 2% of contract
Additional Charges	Line Jet Truck \$135/hour; Additional Grease Trap Cleaning \$440/hour
<b>Labor Charges for Contractor Personnel</b>	
Non-Skilled Laborer Straight Time	\$25.00
Non-Skilled Laborer Overtime	\$37.50
Field Service Representative Straight Time	\$25.00
Field Service Representative Overtime	\$37.50
Field Operator Straight Time	\$30.00
Field Operator Overtime	\$45.00
Equipment Operator Straight Time	\$30.00
Equipment Operator Overtime	\$45.00
Technician Straight Time	\$45.00
Technician Overtime	\$67.50
Foreman Straight Time	\$40.00
Foreman Overtime	\$60.00
Supervisor Straight Time	\$50.00
Supervisor Overtime	\$75.00

<b>Equipment Charges (Per Hour)</b>	
16 ft Trailer	\$15.00
Service Truck	\$15.00
Flat Bed Truck, 1 ton or larger	\$30.00
Dump Truck	\$50.00
1 ton Winch Truck	\$50.00
2 ton Winch Truck	\$50.00
Air Compressor	N/A
Back Hoe Rig: Flat Bed Truck, Back Hoe & Trailer	\$60.00
7 ton Crane Truck	N/A
High Pressure Pipe Cleaner (Hydra)	\$65.00
Vactor Truck (Plus Dump Fee)	\$125.00
<b>Water Plant Operations (Per Year)</b>	
Foster/Briscoe Plant	\$7,200.00
Powell Point	\$4,000.00
Williams Elementary	\$7,200.00

<b>Grease Trap Cleaning (Per Year)</b>	
Austin Elementary 1400 gallons	\$800.00
Beasley Elementary 1100 gallons	\$800.00
Bowie Elementary 100 gallons	\$800.00
Campbell Elementary 5000 gallons	\$1,250.00
Dickinson Elementary 5920 gallons	\$1,250.00
Frost Elementary 5000 gallons	\$1,250.00
Hubenak Elementary 5000 gallons	\$1,250.00
Huggins Elementary 960 gallons	\$550.00
Hutchison Elementary 5000 gallons	\$1,250.00
Jackson Elementary 160 gallons	\$550.00
Long Elementary 720 gallons (2)	\$1,250.00
Long Elementary 960 gallons	\$550.00
McNeill Elementary 2500 gallons	\$1,250.00
Meyer Elementary 1200 gallons	\$800.00
Pink Elementary 5000 gallons	\$1,250.00
Ray Elementary 200 gallons	\$550.00
Seguin Elementary 200 gallons	\$1,250.00
Smith Elementary 7000 gallons	\$1,250.00
Thomas Elementary 5000 gallons	\$1,250.00
Travis Elementary 1200 gallons	\$1,250.00
Velasquez Elementary 5000 gallons	\$1,250.00
Williams Elementary 1200 gallons	\$800.00
Foster HS 18000 gallons	\$1,250.00
Briscoe JHS 12000 gallons	\$1,250.00
Wertheimer MS 5000 gallons	\$1,250.00
George Ranch HS 10000 gallons	\$800.00
Reading JHS 8500 gallons	\$1,500.00
Lamar HS 750 gallons	\$600.00
Lamar HS 6000 gallons	\$1,250.00
Lamar JHS 3000 gallons	\$1,250.00
Wessendorff MS 4500 gallons	\$1,250.00
Terry HS 1200 gallons	\$800.00
George JHS 250 gallons	\$550.00
Navarro MS 1200 gallons	\$800.00

<b>Lift Stations (Per Year)</b>	
George Ranch HS	\$4,000.00
Hutchison Elementary	\$4,000.00
Lamar JH/Credit Union Side	\$4,000.00
Foster HS, includes WWTP	\$14,000.00
Williams Elementary, includes WWTP	\$14,000.00
Velasquez Elementary	\$4,000.00
<b>Grit Traps (Per Year)</b>	
Transportation Dept	\$550.00
Maintenance Dept	\$550.00
AG Farm	\$550.00
<b>Acid Traps (Per Year)</b>	
Terry HS	\$550.00

**PROPOSAL EVALUATION (Average of 3 appraisers)**

Each line item is weighted by points. The number of points awarded may be all, partial, or none.

A low number means low evaluation and a high number means a high evaluation of the line item.

1	12 PTS	The amount of the base proposal.	10.3
2	10 PTS	The amounts of the values in the additional pricing submittal.	9.7
3	9 PTS	The sufficiency of the Contractors total resources.	8.7
4	8 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	7.7
5	8 PTS	The responsibility and reputation of the Contractor.	9.3
6	8 PTS	Guaranteed maximum response time.	8.0
7	8 PTS	The likelihood that the Contractor will perform without delay or interference.	7.7
8	7 PTS	The quality and availability of the Contractors personnel and services.	7.7
9	5 PTS	The quality of the Contractors performance on previous projects.	1.3
10	5 PTS	The Contractors previous compliance with laws affecting the project.	4.7
11	5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor.	5.0
12	5 PTS	Safety record of Contractor according to the OSHA inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5.0
13	5 PTS	Previous satisfactory experience with Lamar CISD.	1.3
14	5 PTS	Scope, ability, and technical support available from home office.	5.0
	100 PTS	TOTAL	91.3

**Si Environmental, LLC Agreement**

**Operation Services For District Water & Sewer Treatment Facilities**

**July 17, 2012**

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Si Environmental, LLC, 6420 Reading Road, Rosenberg, Texas, 77471.

In this Agreement, the party who is contracting to receive services shall be referred to as "LCISD" and the party who will be providing the services shall be referred to as "SE".

Therefore the parties agree to the following:

- LCISD will pay SE Ten Thousand, One Hundred Dollars (\$10,100.00) monthly for Basic Monthly Operations Fee for State Required and Recommended Levels of Service, Fifty Dollars (\$50.00) a month for the Annual Subsidence District Report, and One Hundred Ten Dollars (\$110.00) a month for Preparation of Other Reports Required.
- Percentage of Mark-up.
  - A. Materials Purchased 10%
  - B. Supervision and Inspection of Sub-Contractors 10%
- Bacteriological Analysis – Not to exceed \$60.00 per month.
- All other pricing will be consistent with pricing submitted for CSP No. 28-2012.
- Performance of Scope of Services will correspond with CSP No. 28-2012 – Operation Services For District Water & Sewer Treatment Facilities (Includes Cleaning of Grease Traps District-Wide), July 3, 2012.
- Length of the Agreement: August 1, 2012 to July 31, 2013.
  - A. Automatic renewal for two additional one year periods if the terms and conditions remain the same with the exception of any documented increases in labor costs or disposal costs clearly delineated by the contractor and accepted by LCISD prior to renewal. Request for an increase must be submitted in writing with documentation no later than sixty (60) days prior to the contract end date.

Both Parties agree that the complete agreement between us about these services will consist of this CSP No. 28-2012 – Operation Services For District Water & Sewer Treatment Facilities (Includes Cleaning of Grease Traps District-Wide).

Agreed to:  
Lamar Consolidated Independent School District

Agreed to:  
Si Environmental, LLC

By: \_\_\_\_\_  
*Authorized Signature*

By: \_\_\_\_\_  
*Authorized Signature*

Authorized Name (print) \_\_\_\_\_

Authorized Name (print) \_\_\_\_\_

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

Si Environmental, LLC Address:  
Si Environmental, LLC  
6420 Reading Road  
Rosenberg, Texas 77471  
(832) 490-1500



**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve donations to the district.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Austin PTO donated \$4,532.13 to purchase promethean boards for Austin Elementary School.

Memorial Hermann donated \$5,000 to sponsor the third annual Monster Mash at Dickinson Elementary School.

Flour donated \$16,450 to purchase school supplies and backpacks for every student at Smith Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NAMING NEW SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees change the name of John Arredondo Elementary (Elementary #23) to John M. Arredondo Elementary.

**IMPACT/RATIONALE:**

In accordance with Board Policy CW (Local), the responsibility for naming facilities rests with the Board. School facilities shall generally be named for persons or places. If the name of a person is to be considered, that individual shall be deceased and should have attained prominence locally or nationally with local prominence taking precedence in the fields of education, science, art, statesmanship, political science, or military achievement, or having been an early Texas pioneer, or an outstanding president of the United States. If the name of a place is to be considered, the criteria should include historical relevance.

The Arredondo family would like the official school name to include the middle initial. The middle initial is included in the John M. Arredondo Bridge in Rosenberg.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF TEA CONSORTIUM COMMITMENT**

**RECOMMENDATION:**

That the Board of Trustees affirms the commitment of the Lamar Consolidated Independent School District to participate in the Texas Education Agency (TEA) Texas High Performance Schools Consortium, if selected.

**IMPACT/RATIONALE:**

Created by Senate Bill 1557, 82nd Texas Legislature (2011), the purpose of the Texas High Performance Schools Consortium (“Consortium”) is to inform the governor, legislature and commissioner of education (“commissioner”) concerning methods for transforming public schools in Texas through the development of innovative, next-generation learning standards, assessment and accountability systems. The commissioner is authorized to select up to 20 districts and open-enrollment charter schools, representing a range of district types, sizes and diverse student populations, to comprise the Consortium.

The commissioner, in collaboration with the Consortium, is required to develop and submit to the legislature and governor, a legislative proposal for next-generation standards, assessment, and an accountability system designed to effectively enhance student learning.

The Consortium will address four principles: digital learning, learning standards, multiple assessments, and local control.

If selected, participation in the Consortium will include periodic convenings to discuss methods to transform learning opportunities for all students, build cross-district and cross-school support systems and training, and share best practices and processes.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF BOARD POLICIES**


**RECOMMENDATION:**

That the Board of Trustees approve Localized Policy Manual Updates 93 and 94 on first reading. Policy manual updates must be approved in sequence. The law is requiring districts to adopt Update 94 by August 1, 2012.

**PROGRAM DESCRIPTION:**

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LOCALIZED  
POLICY MANUAL  
UPDATE 93**

Instruction Sheet  
TASB Localized Policy Manual Update 93

District Lamar CISD

Code	Action To Be Taken	Note
ATTN (LOCAL)	No policy enclosed	See explanatory note
AIA (LEGAL)	Replace policy	Revised policy
BBBA (LEGAL)	Replace policy	Revised policy
BDAF (LEGAL)	Replace policy	Revised policy
BDF (LEGAL)	Replace policy	Revised policy
BQ (LEGAL)	Replace policy	Revised policy
C (LEGAL)	Replace table of contents	Revised table of contents
CCG (LEGAL)	Replace policy	Revised policy
CCH (LEGAL)	Replace policy	Revised policy
CDH (LEGAL)	ADD policy	See explanatory note
CEA (LEGAL)	Replace policy	Revised policy
CH (LEGAL)	Replace policy	Revised policy
CQ (LEGAL)	Replace policy	Revised policy
CQA (LEGAL)	Replace policy	Revised policy
CRD (LEGAL)	Replace policy	Revised policy
CW (LOCAL)	Replace policy	Revised policy
D (LEGAL)	Replace table of contents	Revised table of contents
DAA (LEGAL)	Replace policy	Revised policy
DAB (LEGAL)	ADD policy	See explanatory note
DAB (LOCAL)	DELETE policy	See explanatory note
DAC (LOCAL)	ADD policy	See explanatory note
DBAA (LEGAL)	Replace policy	Revised policy
DBB (LEGAL)	Replace policy	Revised policy
DECA (LEGAL)	Replace policy	Revised policy
DF (LEGAL)	Replace policy	Revised policy
DFE (LEGAL)	Replace policy	Revised policy
DH (LEGAL)	Replace policy	Revised policy
DH (LOCAL)	Replace policy	Revised policy
DH (EXHIBIT)	Replace exhibit	Revised exhibit
EB (LEGAL)	Replace policy	Revised policy
EEM (LEGAL)	Replace policy	Revised policy
EFA (LOCAL)	Replace policy	Revised policy

Instruction Sheet  
TASB Localized Policy Manual Update 93

EHBC (LEGAL)	Replace policy	Revised policy
EHBL (LEGAL)	Replace policy	Revised policy
FDB (LEGAL)	Replace policy	Revised policy
FDB (LOCAL)	Replace policy	Revised policy
FEB (LEGAL)	Replace policy	Revised policy
FFB (LEGAL)	ADD policy	See explanatory note
FFB (LOCAL)	No policy enclosed	See explanatory note
FFF (LEGAL)	ADD policy	See explanatory note
FFH (LOCAL)	Replace policy	Revised policy
FFI (LEGAL)	ADD policy	See explanatory note
FFI (LOCAL)	Replace policy	Revised policy
FL (LEGAL)	Replace policy	Revised policy
FNAAL (LEGAL)	Replace policy	Revised policy
FO (LEGAL)	Replace policy	Revised policy
FOC (EXHIBIT)	Replace exhibit	Revised exhibit
FOD (LEGAL)	Replace policy	Revised policy
FODA (LEGAL)	Replace policy	Revised policy
G (LEGAL)	Replace table of contents	Revised table of contents
GC (LEGAL)	ADD policy	See explanatory note
GNC (LEGAL)	Replace policy	Revised policy

## CURRENT

NEW FACILITIES

CW  
(LOCAL)

### ~~NAMING FACILITIES~~

~~The responsibility for naming facilities rests with the Board. School facilities shall generally be named for persons or places. If the name of a person is to be considered, that individual shall be deceased and should have attained prominence locally or nationally with local prominence taking precedence in the fields of education, science, art, statesmanship, political science, or military achievement, or having been an early Texas pioneer, or an outstanding president of the United States. If the name of a place is to be considered, the criteria should include historical relevance. Students, staff, parents, and District residents may submit nominations.~~

~~The following guidelines shall govern the naming of facilities after persons:~~

1. The nominee should have made a significant contribution to society.
2. The name should lend prestige and status to an institution of learning.
3. The nomination must be presented in a form that contains:
  - a. Biographical/historical data; and
  - b. Reasons justifying the choice.

### ~~NAMES ON BUILDING~~

~~The Board shall have a plaque presented bearing the names of the Board members, administrators, architects, and contractors directly connected with each project.~~

### ~~INSPECTION AND ACCEPTANCE~~

~~In addition to periodic inspections by the architect and the administrative staff, the Board shall conduct a final inspection or inspections where necessary, and final acceptance of the project shall rest with the Board. Acceptance of new construction shall be withheld until the buildings are certified as complete.~~

### ~~DEDICATION CEREMONIES~~

A new school building shall be dedicated at an appropriate ceremony held as soon as possible after occupancy.



The responsibility for naming a facility rests with the Board. A student, staff member, parent, or District resident may submit a nomination.

A school facility shall generally be named for a person or place according to the following criteria outlined below.

For a facility named after a person, the following shall apply:

1. The nominee shall be deceased and shall have attained prominence locally or nationally with local prominence taking precedence in the fields of education, science, art, statesmanship, political science, or military achievement.
2. The nominee may have been an early Texas pioneer or an outstanding president of the United States.
3. The nominee shall have made a significant contribution to society.
4. The name should lend prestige and status to an institution of learning.
5. The nomination must be presented in a form that contains:
  - a. Biographical/historical data; and
  - b. Reasons justifying the choice.

For a facility named after a place, the nomination should include its historical relevance.

DEDICATION  
CEREMONY

A new school building shall be dedicated at an appropriate ceremony held as soon as possible after occupancy.

DEDICATION  
PLAQUE

The Board shall have a plaque presented bearing the names of the Board members, administrators, architects, and contractors directly connected with each project.

# DELETE

Lamar CISD  
079901

EMPLOYMENT OBJECTIVES:  
OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS

DAB  
(LOCAL)

The Board establishes the following objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion, and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions.

1. Academic or technical preparation, supported by transcripts.
2. Proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions.
3. Experience.
4. Recommendations and references.
5. Appraisals and other performance valuations.
6. The needs of the District.
7. Interviews.

## ADDITION

EMPLOYMENT OBJECTIVES  
OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS

DAC  
(LOCAL)

The Board establishes the following objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion, and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions.

1. Academic or technical preparation, supported by transcripts.
2. Proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions.
3. Experience.
4. Recommendations and references.
5. Appraisals and other performance evaluations.
6. The needs of the District.

## CURRENT

### EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

All District employees shall perform ~~their~~ duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

~~All District employees~~ shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

#### VIOLATIONS OF STANDARDS OF CONDUCT

Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to ~~their~~ status as District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

#### ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

#### USE WITH STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which employees may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

An employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

#### PERSONAL USE

Employees shall be held to the same professional standards in ~~their~~ public use of electronic media as ~~they are~~ for any other public conduct. If an employee's use of electronic media violates state or

EMPLOYEE STANDARDS OF CONDUCT

STANDARDS OF (DH) 07  
(LOCAL)

federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

SAFETY  
REQUIREMENTS

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR  
ABUSE

Employees shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of their employment, employees shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

RELATIONSHIPS WITH  
STUDENTS

Employees shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO USE

Employees shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]

ALCOHOL AND DRUGS

Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance or alcohol.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

EXCEPTIONS	<p>An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.</p> <p>An employee who consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served shall not be considered to be in violation of this policy so long as the employee does not have specific assigned duties at the event.</p>
NOTICE	<p>Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI(EXHIBIT)]</p> <p>A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.</p>
ARRESTS, INDICTMENTS, CONVICTIONS, AND OTHER ADJUDICATIONS	<p>An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:</p> <ol style="list-style-type: none"><li>1. Crimes involving school property or funds;</li><li>2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;</li><li>3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or</li><li>4. Crimes involving moral turpitude, which include:<ul style="list-style-type: none"><li>• Dishonesty; fraud; deceit; theft; misrepresentation;</li><li>• Deliberate violence;</li><li>• Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;</li><li>• Felony possession, <del>transfer, sale, distribution</del>, or conspiracy to <del>possess, transfer, sell, or distribute</del> any controlled substance defined in Chapter 481 of the Health and Safety Code;</li><li>• <del>Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12 month period; or</del></li></ul></li></ol>

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

- Acts constituting abuse under the Texas Family Code.

DRESS AND  
GROOMING

~~The dress and grooming of District employees~~ shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

VIOLATIONS OF  
STANDARDS OF  
CONDUCT

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

USE WITH  
STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

PERSONAL USE

An employee shall be held to the same professional standards in his or her public use of electronic media as for any other public conduct. If an employee's use of electronic media violates state or



EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

SAFETY  
REQUIREMENTS

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR  
ABUSE

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons; including Board members, vendors, contractors, volunteers, or parents.

RELATIONSHIPS WITH  
STUDENTS

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO USE

An employee shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]

ALCOHOL AND DRUGS

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance or alcohol.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

EXCEPTIONS

An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

An employee who consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served shall not be considered to be in violation of this policy so long as the employee does not have specific assigned duties at the event.

NOTICE

Each employee shall be given a copy of the District's notice regarding drug-free schools. [See D\EXHIBIT]

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

ARRESTS,  
INDICTMENTS,  
CONVICTIONS, AND  
OTHER  
ADJUDICATIONS

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

- Acts constituting abuse or neglect under the Texas Family Code.

DRESS AND  
GROOMING

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

## CURRENT

### INSTRUCTIONAL RESOURCES INSTRUCTIONAL MATERIALS SELECTION AND ADOPTION

EFA  
(LOCAL)

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although trained professional staff are afforded the freedom to select instructional resources for their use in accordance with this policy and the state-mandated curriculum, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board. ~~All resources should reflect research based best practices; where no research has been established, evidence of a sound base should be available.~~

#### OBJECTIVES

In this policy, "instructional resources" refers to textbooks, library acquisitions, supplemental materials for classroom use, and any other materials, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to deliver, support, enrich, and assist in implementing the District's educational program. [See EFAA for selection and adoption of state-adopted ~~textbooks~~.]

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Reflect best practices that are, when possible, founded on a solid research base.
2. Enrich and support the curriculum.
3. Stimulate growth in factual knowledge, enjoyment of reading, ~~appreciation of literature and the arts, and the knowledge of~~ societal standards.
4. Present ~~differing~~ sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
5. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
6. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

#### CRITERIA

In the selection of instructional resources ~~other than textbooks~~, especially library acquisitions and supplemental materials for classroom use, professional staff shall ensure that materials:

1. Reflect best practices that are, when possible, founded on a solid research base.
- ~~2. Support the teaching of the District curriculum.~~

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS SELECTION AND ADOPTION

EFA  
(LOCAL)

3. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.
4. Meet high standards in presentation, format, readability, content, accuracy, artistic or literary quality, and educational significance.
5. Are appropriate for the subject and for the ability level of the students for whom they are selected.
6. Are designed to provide information that will motivate students to examine their own attitudes and behavior, to understand their rights, duties, and responsibilities as citizens, and to make informed judgments in their daily lives.

Recommendations for library acquisitions shall involve administrators, teachers, other District personnel, and community representatives, as appropriate. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected accordingly.

Selection of materials is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of materials still of educational value.

CONTROVERSIAL  
ISSUES

The selection of library acquisitions on controversial issues shall endeavor to maintain a balanced collection representing various views. Library materials shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction involving controversial issues and EHAA regarding human sexuality instruction.]

CHALLENGED  
MATERIALS

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

INFORMAL  
RECONSIDERATION

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

1. The principal or ~~other knowledgeable professional staff~~ shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned material.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS SELECTION AND ADOPTION

EFA  
(LOCAL)

2. The principal or ~~other knowledgeable professional staff~~ shall explain the role the questioned material plays in the educational program, its intended educational usefulness, and any additional information regarding its use.
3. If appropriate, the principal may offer a concerned parent ~~an other resource~~ to be used by that parent's child in place of the challenged material.
4. ~~If the complainant wishes to make a formal challenge, the principal shall provide the complainant a copy of this policy and a Request for Reconsideration of Instructional Materials form [see EFA(EXHIBIT)].~~

FORMAL  
RECONSIDERATION

When a person requests formal reconsideration of an instructional resource, the following procedures shall be followed:

1. If the complainant wishes to make a formal challenge, the principal shall hand deliver or mail a copy of this policy and a Request for Reconsideration of Instructional Materials form [see EFA(EXHIBIT)] to the complainant.
2. All formal objections to instructional resources shall be made on the Request for Reconsideration of Instructional Materials form. The form shall be completed and signed by the complainant and filed with the principal or designee.
3. Upon receipt of the request, the principal shall appoint a campus-level committee which shall include at least one member of the instructional staff who either has experience teaching the challenged material or is familiar with the challenged material. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and others deemed appropriate by the principal.
4. All members of the committee shall review the challenged material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy. The complainant may address the committee regarding the challenged material. The committee shall then prepare a written report. Copies of the report shall be provided to the principal, the Superintendent or designee, and the complainant.
5. The principal shall inform the complainant of the decision of the campus-level committee in writing. If the recommendation of the committee is to remove the instructional resource, the principal shall also inform the appropriate central office administrator of the action to be taken.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS SELECTION AND ADOPTION

EFA  
(LOCAL)

APPEAL

The complainant may appeal the decision of the campus-level committee in accordance with the following:

1. An appeal shall be made to the central office administrator by filing a written request within seven days of receiving the ~~campus-level committee's decision the request for appeal shall contain a copy of the original complaint and the campus-level committee's report.~~
2. The appropriate central office administrator shall appoint a District-level committee. The District-level committee shall meet within 15 business days. The complainant may address the committee regarding the challenged material. The committee shall respond within seven business days after a decision is made.
3. The complainant may appeal any decision of the District-level committee to the Board by filing a written request with the Superintendent within seven business days of the District-level committee's decision. The request for a Board hearing shall contain a copy of the original complaint, the campus-level committee's report and a copy of the District-level committee's decision.
4. The Superintendent shall review these records and submit them to the Board for its consideration along with any administrative recommendation. The board shall hear the complaint within 30 business days after the written request is filed with the Superintendent. The complainant may address the Board regarding the challenged material. The Board shall communicate its decision at any time up to and including the next regularly scheduled Board meeting.

GUIDING  
PRINCIPLES

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. ~~A parent of a District student, any employee, or any District resident~~ may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.
2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own children.
3. When instructional resources are challenged, the principles of the freedom to read, listen, and view must be defended as well.

4. Access to challenged material shall not be restricted during the reconsideration process.

The major criterion for the final decision on challenged materials is the appropriateness of the material for its intended educational use. No challenged library material shall be removed solely because of the ideas expressed therein.



## REVISED

### INSTRUCTIONAL RESOURCES INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although trained professional staff are afforded the freedom to select instructional resources for their use in accordance with this policy and the state-mandated curriculum, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

#### OBJECTIVES

In this policy, "instructional resources" refers to textbooks, library acquisitions, supplemental materials for classroom use, and any other instructional materials, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to deliver, support, enrich, and assist in implementing the District's educational program. [See EFAA for the selection and adoption process of state-adopted instructional materials.]

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Reflect best practices that are, when possible, founded on a solid research base.
2. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
3. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
5. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
6. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

#### SELECTION CRITERIA

In the selection of instructional resources, especially library acquisitions and supplemental materials for classroom use, professional staff shall ensure that materials:

1. Reflect best practices that are, when possible, founded on a solid research base.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

2. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.
3. Meet high standards in presentation, format, readability, content, accuracy, artistic or literary quality, and educational significance.
4. Are appropriate for the subject and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.
5. Are designed to provide information that will motivate students to examine their own attitudes and behavior, to understand their rights, duties, and responsibilities as citizens, and to make informed judgments in their daily lives.

Recommendations for library acquisitions shall involve administrators, teachers, other District personnel, and community representatives, as appropriate. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected accordingly.

Selection of materials is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of materials still of educational value.

CONTROVERSIAL  
ISSUES

The selection of library acquisitions on controversial issues shall endeavor to maintain a balanced collection representing various views. Library materials shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

CHALLENGED  
MATERIALS

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

INFORMAL  
RECONSIDERATION

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned material.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

2. The principal or designee shall explain the role the questioned material plays in the educational program, its intended educational usefulness, and any additional information regarding its use.
3. If appropriate, the principal or designee may offer a concerned parent other instructional material to be used by that parent's child in place of the challenged material.

FORMAL  
RECONSIDERATION

When a person requests formal reconsideration of an instructional resource, the following procedures shall be followed:

1. If the complainant wishes to make a formal challenge, the principal shall hand deliver or mail a copy of this policy and a Request for Reconsideration of Instructional Materials form [see EFA(EXHIBIT)] to the complainant.
2. All formal objections to instructional resources shall be made on the Request for Reconsideration of Instructional Materials form. The form shall be completed and signed by the complainant and filed with the principal or designee.
3. Upon receipt of the request, the principal shall appoint a campus-level reconsideration committee which shall include at least one member of the instructional staff who either has experience teaching the challenged material or is familiar with the challenged material. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and others deemed appropriate by the principal.
4. All members of the committee shall review the challenged material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy. The complainant may address the committee regarding the challenged material.
5. The committee shall prepare a written report. Copies of the report shall be provided to the principal, the Superintendent or designee, and the complainant.
6. The principal shall inform the complainant of the decision of the campus-level reconsideration committee in writing. If the recommendation of the committee is to remove the instructional resource, the principal shall also inform the appropriate central office administrator of the action to be taken.

APPEAL

The complainant may appeal the decision of the campus-level reconsideration committee in accordance with the following:

1. An appeal shall be made to the appropriate central office administrator by filing a written request within seven days of receiving the decision of the campus-level reconsideration committee. The appeal shall contain documentation of the informal reconsideration process, if any, the Request for Reconsideration of Instructional Materials form, the campus-level reconsideration committee's report, and dates of conferences with the principal or designee.
2. The appropriate central office administrator shall appoint a District-level reconsideration committee. The District-level reconsideration committee shall meet within 15 business days. The complainant may address the committee regarding the challenged material.
3. The committee shall respond within seven business days after a decision is made.
4. The complainant may appeal any decision of the District-level reconsideration committee to the Board by filing a written request with the Superintendent within seven business days of the District-level reconsideration committee's decision. The request for a Board hearing shall contain a copy of the original complaint, the campus-level committee's report and a copy of the District-level committee's decision.
5. The Superintendent shall review these records and submit them to the Board for its consideration along with any administrative recommendation. The board shall hear the complaint within 30 business days after the written request is filed with the Superintendent. The complainant may address the Board regarding the challenged material. The Board shall communicate its decision at any time up to and including the next regularly scheduled Board meeting.

GUIDING  
PRINCIPLES

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.
2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own children.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

3. When instructional resources are challenged, the principles of the freedom to read, listen, and view must be defended as well.
4. Access to challenged material shall not be restricted during the reconsideration process.

The major criterion for the final decision on challenged materials is the appropriateness of the material for its intended educational use. No challenged library material shall be removed solely because of the ideas expressed therein.

## CURRENT

ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

- Students shall be assigned to schools in the attendance areas in which they reside.
- CLASS CHANGES The campus principal shall be authorized to investigate and approve transfers of students from one classroom to another on that campus.
- TRANSFERS BETWEEN SCHOOLS Intradistrict transfers must have the approval of the Superintendent or designee after review by the sending and receiving principals. All transfer requests must be made on the application for intradistrict transfer form, which may be obtained from the principal's or Superintendent's office.
- ~~Intradistrict transfers may be approved based upon the following conditions:~~
1. Transportation problems involving a working parent or a physical disability preventing the parent from driving a vehicle (elementary campus only).
  2. A residence change to another school attendance zone after the beginning of a semester. In this situation, the student may complete the semester where he or she is currently enrolled.
  3. A residence change to another school attendance zone after the student has earned the credits necessary to be classified as a senior. In this situation, the student may remain and graduate with his or her class.
  4. A planned change of residence that will occur prior to the end of the first six weeks of the first semester or prior to the end of the first six weeks of the second semester. Contract documentation shall be required.
  5. ~~The student's parent or guardian is a full-time employee of the District.~~
- ~~Children~~ of District employees, who are approved for an intradistrict transfer shall establish UIL residency at the high school level. Any change after the initial residency has been established shall ~~constitute~~ one year of ineligibility for UIL varsity sports.
- ~~Transfers~~ shall be for elementary, middle, junior high, or high school and must be renewed only upon leaving the campus. When a transfer is approved, the transferred student shall remain in the school to which the transfer was granted for the entire term of the transfer, unless the transfer is rescinded by the Superintendent or designee.
- ONE-TIME ONLY TRANSFER A transfer may be approved only one time during a student's career in the District. If the parent or guardian decides not to transfer the

student to the school to which the transfer was granted, the student shall be required to attend the school assigned to his or her attendance area.

Transfers may be rescinded by the Superintendent or designee for inappropriate behavior. ~~Transfers may also be rescinded~~ when room, facilities, or teaching capacities exceed state guidelines.

The District shall not provide transportation for a transfer student in prekindergarten–grade 12 attending a school outside his or her attendance zone.

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**Note:** For transfers of students who are victims of bullying, see FDB(LEGAL). For transfers of students who attend a persistently dangerous school, become victims of a violent criminal offense, or become victims of sexual assault, see FDE.

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## REVISED

### ADMISSIONS INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

A student shall be assigned to a school in the attendance area in which he or she resides.

#### CLASS CHANGES

The campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.

#### TRANSFERS BETWEEN SCHOOLS

All intradistrict transfers must have the approval of the Superintendent or designee after review by the sending and receiving principals. All transfer requests must be made on the application for intradistrict transfer form, which may be obtained from the principal's or Superintendent's office.

The Superintendent or designee shall be authorized to investigate and approve transfers between schools based upon the following circumstances:

1. A transportation problem involving a working parent or a physical disability preventing the parent from driving a vehicle (elementary campus only).
2. A residence change to another school attendance zone after the beginning of a semester. In this situation, the student may complete the semester where he or she is currently enrolled.
3. A residence change to another school attendance zone after the student has earned the credits necessary to be classified as a senior. In this situation, the student may remain and graduate with his or her class.
4. A planned change of residence that will occur prior to the end of the first six weeks of the first semester or prior to the end of the first six weeks of the second semester. Contract documentation shall be required.
5. A full-time District employee requests transfer for his or her child. A child of a District employee who is approved for an intradistrict transfer shall establish UIL residency at the high school level. Any change after the initial residency has been established shall result in one year of ineligibility for UIL varsity sports.

A transfer shall be for elementary, middle, junior high, or high school and must be renewed only upon leaving the campus. When a transfer is approved, the transferred student shall remain at the school to which the transfer was granted for the entire term of the transfer, unless the transfer is rescinded by the Superintendent or designee.



ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

ONE-TIME ONLY  
TRANSFER

A transfer for any of the reasons outlined above may be approved only one time during a student's career in the District. If the parent or guardian decides not to transfer the student to the school to which the transfer was granted, the student shall be required to attend the school assigned to his or her attendance area.

A transfer may be rescinded by the Superintendent or designee for inappropriate behavior or when room, facilities, or teaching capacities exceed state guidelines.

The District shall not provide transportation for a transfer student in prekindergarten–grade 12 attending a school outside his or her attendance zone.

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**Note:** For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

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# CURRENT

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

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**Note:** This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. ~~For provisions regarding bullying, see FEI.~~

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening 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 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 sex-

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

ual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

DATING VIOLENCE	<p>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.</p> <p>For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none"><li>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;</li><li>2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or</li><li>3. Otherwise adversely affects the student's educational opportunities.</li></ol>
EXAMPLES	<p>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.</p>
RETALIATION	<p>The District prohibits retaliation against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.</p> <p>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, is subject to appropriate discipline.</p>
EXAMPLES	<p>Examples of retaliation include threats, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances, <del>such as negative comments that are justified by a student's performance in the classroom.</del></p>
PROHIBITED CONDUCT	<p>In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this poli-</p>

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

cy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING  
PROCEDURES

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

~~Alternatively, a student may report prohibited conduct directly 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 Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

ADA / SECTION  
504  
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

	<p>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.</p>
TIMELY REPORTING	<p>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.</p>
<del>NOTICE OF REPORT</del>	<p><del>Any District employee who receives notice that a student has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.</del></p>
NOTICE TO PARENTS	<p>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.</p>
INVESTIGATION OF THE REPORT	<p>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.</p> <p>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.</p> <p>If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p> <p>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 shall be involved in or informed of the investigation.</p> <p>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.</p>
CONCLUDING THE INVESTIGATION	<p>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.</p>

STUDENT WELFARE  
 FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
 (LOCAL)

	<p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
DISTRICT ACTION	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or <del>corrective</del> action reasonably calculated to address the conduct.</p> <p><del>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.</del></p>
CONFIDENTIALITY	<p>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.</p>
APPEAL	<p>A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.</p>
RECORDS RETENTION	<p>Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).</p>
ACCESS TO POLICY	<p>Information regarding this policy shall be distributed annually <del>to District employees and included</del> in the student handbook. Copies of the policy shall be readily available at each campus and the District's administrative offices.</p>

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**Note:** This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.



STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

SEXUAL HARASSMENT  
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

GENDER-BASED  
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

RETALIATION

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.

EXAMPLES

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

FALSE CLAIM

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.

PROHIBITED  
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING  
PROCEDURES

STUDENT REPORT

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.

EMPLOYEE REPORT

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

DEFINITION OF  
DISTRICT  
OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX  
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION; HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

ADA /  
SECTION 504  
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Kathleen M. Bowen  
Position: Executive Director of Human Resources  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0300

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF  
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending. If not, the District official shall refer the complaint for consideration under FFI.

If an investigation is required in accordance with this policy, the District official shall also determine whether the allegations, if proven, would constitute bullying, as defined by FFI.

If appropriate, the District shall promptly take interim action calculated to address prohibited conduct or bullying during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE  
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

PROHIBITED  
CONDUCT

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

CORRECTIVE  
ACTION

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community; counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where harassment has occurred, and reaffirming the District's policy against discrimination and harassment.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

<u>BULLYING</u>	<u>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.</u>
<u>IMPROPER CONDUCT</u>	<u>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.</u>
CONFIDENTIALITY	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
APPEAL	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
RECORDS RETENTION	Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).
<u>ACCESS TO POLICY AND PROCEDURES</u>	<u>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 Web site, to the extent practicable, and readily available at each campus and the District's administrative offices.</u>

# CURRENT

STUDENT WELFARE  
FREEDOM FROM BULLYING

FFI  
(LOCAL)

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**Note:** This policy addresses bullying of District students. For provisions regarding discrimination, harassment, ~~and retaliation~~ involving District students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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BULLYING  
PROHIBITED

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

DEFINITION

Bullying occurs when a student or group of students engages in written or verbal expression or physical conduct that:

1. ~~Will have~~ the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, or pervasive that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

EXAMPLES

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, and ostracism.

TIMELY REPORTING

Reports of bullying 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.

REPORTING  
PROCEDURES

Any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other District employee. ~~A report may be made orally or in writing.~~

NOTICE OF REPORT

Any District employee who receives notice that a student has or may have experienced bullying shall immediately notify the campus principal or designee.

INVESTIGATION OF  
REPORT

~~If a report is made orally,~~ the campus principal or designee shall reduce the report to written form.

The campus principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, ~~and if so proceed under that policy instead.~~

STUDENT WELFARE  
FREEDOM FROM BULLYING

FFI  
(LOCAL)

	<p>The campus principal or designee shall conduct an appropriate investigation based on the allegations in the report. The <del>campus</del> principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.</p>
CONCLUDING THE INVESTIGATION	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the campus principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The <del>campus</del> principal or designee shall prepare a written report of the investigation, <del>including</del> a determination of whether bullying occurred, and <del>send</del> a copy to the Superintendent or designee.</p>
DISTRICT ACTION	<p>If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary <del>or</del> corrective action <del>reasonably calculated to address the conduct in accordance with the District's Student Code of Conduct. [For information on student transfers due to bullying, see FDB.]</del></p> <p><del>The District may take action based on the results of an investigation, even if the District concludes that the conduct did not rise to the level of bullying under this policy.</del></p>
CONFIDENTIALITY	<p>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.</p>
APPEAL	<p>A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.</p>
RECORDS RETENTION	<p>Retention of records shall be in accordance with CPC(LOCAL).</p>
ACCESS TO POLICY	<p><del>Information regarding this policy shall be distributed annually to District employees and included in the student handbook. Copies of the policy shall be readily available at each campus and the District's administrative offices.</del></p>



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**Note:** This policy addresses bullying of District students. For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

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BULLYING  
PROHIBITED

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DEFINITION

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

EXAMPLES

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

RETALIATION

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, 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.

<u>FALSE CLAIM</u>	<u>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.</u>
TIMELY REPORTING	Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to <u>immediately</u> report may impair the District's ability to investigate and address the prohibited conduct.
REPORTING PROCEDURES	<u>To obtain assistance and intervention,</u> any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.
<u>STUDENT REPORT</u>	
<u>EMPLOYEE REPORT</u>	Any District employee who <u>suspects or</u> receives notice that a student <u>or group of students</u> has or may have experienced bullying shall immediately notify the principal or designee.
<u>REPORT FORMAT</u>	<u>A report may be made orally or in writing.</u> The principal or designee shall reduce <u>any oral</u> reports to written form.
<u>PROHIBITED CONDUCT</u>	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, <u>including dating violence and harassment or discrimination on the basis of race, color, religion, gender, national origin, or disability.</u> If so, <u>the District shall proceed under policy FFH.</u> If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
<u>INVESTIGATION OF REPORT</u>	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
CONCLUDING THE INVESTIGATION	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.
	The principal or designee shall prepare a final, written report of the investigation. <u>The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable, self-defense.</u> A copy of the report shall be sent to the Superintendent or designee.
<u>NOTICE TO PARENTS</u>	<u>If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.</u>

STUDENT WELFARE  
FREEDOM FROM BULLYING

FFI  
(LOCAL)

DISTRICT ACTION BULLYING	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct <u>and may take corrective action reasonably calculated to address the conduct.</u>
<u>DISCIPLINE</u>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.  The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<u>CORRECTIVE ACTION</u>	<u>Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, 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 bullying has occurred, and reaffirming the District's policy against bullying.</u>
<u>TRANSFERS</u>	<u>The principal or designee shall refer to FDB for transfer provisions.</u>
<u>COUNSELING</u>	<u>The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.</u>
<u>IMPROPER CONDUCT</u>	<u>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.</u>
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.
APPEAL	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
RECORDS RETENTION	Retention of records shall be in accordance with CPC(LOCAL).
<u>ACCESS TO POLICY AND PROCEDURES</u>	<u>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 Web site, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.</u>

**LOCALIZED  
POLICY MANUAL  
UPDATE 94**

Instruction Sheet  
TASB Localized Policy Manual Update 94

District      Lamar CISD

<b>Code</b>	<b>Action To Be Taken</b>	<b>Note</b>
F      (LEGAL)	Replace table of contents	Revised table of contents
FFAF   (LOCAL)	ADD policy	See explanatory note

**Please Note:** This manual does not have policies in all codes. The coding structure is common to all TASB manuals and is designed to accommodate expansion of both (LEGAL) and (LOCAL) policy topics and administrative regulations.

## SECTION F: STUDENTS

FA	STUDENT GOALS AND OBJECTIVES
FB	EQUAL EDUCATIONAL OPPORTUNITY
FBA	Service Animals
FC	SCHOOL ATTENDANCE AREAS
FD	ADMISSIONS
FDA	Interdistrict Transfers
FDAA	Public Education Grants
FDB	Intradistrict Transfers and Classroom Assignments
FDC	Homeless Students
FDD	Military Dependents
FDE	School Safety Transfers
FE	ATTENDANCE
FEA	Compulsory Attendance
FEB	Attendance Accounting
FEC	Attendance for Credit
FED	Attendance Enforcement
FEE	Open/Closed Campus
FEF	Released Time
FF	STUDENT WELFARE
FFA	Wellness and Health Services
FFAA	Physical Examinations
FFAB	Immunizations
FFAC	Medical Treatment
FFAD	Communicable Diseases
FFAE	School-Based Health Centers
FFAF	Care Plans
FFB	Crisis Intervention
FFC	Student Support Services
FFD	Student Insurance
FFE	Student Assistance Programs/Counseling
FFEA	Comprehensive Guidance Program
FFEB	Substance Abuse
FFF	Student Safety
FFFA	Supervision of Students
FFFB	Safety Patrols
FFFD	Bicycle/Automobile Use
FFFF	School Buses
FFG	Child Abuse and Neglect
FFH	Freedom from Discrimination, Harassment, and Retaliation
FFI	Freedom from Bullying
FG	STUDENT AWARDS AND SCHOLARSHIPS

**Please Note:** This manual does not have policies in all codes. The coding structure is common to all TASB manuals and is designed to accommodate expansion of both (LEGAL) and (LOCAL) policy topics and administrative regulations.

## SECTION F: STUDENTS

FH	STUDENT VOLUNTEERS
FJ	GIFTS AND SOLICITATIONS
FL	STUDENT RECORDS
FLA	Confidentiality of Student Health Information
FM	STUDENT ACTIVITIES
FMA	School-Sponsored Publications
FMB	Student Government
FMD	Social Events
FME	Performances
FMF	Contests and Competition
FMG	Travel
FMH	Commencement
FN	STUDENT RIGHTS AND RESPONSIBILITIES
FNA	Student Expression
FNAA	Distribution of Nonschool Literature
FNAB	Use of School Facilities for Nonschool Purposes
FNB	Involvement in Decision Making
FNC	Student Conduct
FNCA	Dress Code
FNCB	Care of School Property
FNCC	Prohibited Organizations and Hazing
FNCD	Tobacco Use and Possession
FNCE	Personal Telecommunications/Electronic Devices
FNCF	Alcohol and Drug Use
FNCG	Weapons
FNCH	Assaults
FNCI	Disruptions
FND	Married Students
FNE	Pregnant Students
FNF	Interrogations and Searches
FNG	Student and Parent Complaints/Grievances
FO	STUDENT DISCIPLINE
FOA	Removal by Teacher
FOB	Out-of-School Suspension
FOC	Placement in a Disciplinary Alternative Education Setting
FOCA	Disciplinary Alternative Education Program Operations
FOD	Expulsion
FODA	Juvenile Justice Alternative Education Program
FOE	Emergency and Alternative Placement
FOF	Students with Disabilities
FP	STUDENT FEES, FINES, AND CHARGES

## Explanatory Notes

### TASB Localized Policy Manual Update 94

District: Lamar CISD  
F (LEGAL) STUDENTS

We have revised the F section table of contents to rename FFAF, now subtitled Care Plans.

FFAF (LOCAL) WELLNESS AND HEALTH SERVICES  
CARE PLANS

SB 27 from the 82<sup>nd</sup> Legislative Session required the commissioner of state health services, in consultation with an ad hoc committee, to create guidelines to help districts develop local policy for the care of students with a diagnosed food allergy who are at risk for anaphylaxis. The commissioner's guidelines may not require a district to purchase prescription anaphylaxis medicine or require the administration of anaphylaxis medication to a student unless the medication is prescribed for that student. These legal provisions were added to FFAF(LEGAL) at Update 91.

**The law requires districts to adopt local policy by August 1, 2012, and the local policy must be based on the guidelines.**

The *Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis* were made available on May 22 at <http://www.dshs.state.tx.us/schoolhealth/default.shtm> and state that the following components should be addressed in policy and administrative regulations:

- Identification of students with food allergies who are at risk for anaphylaxis
- Development, implementation, communication, and monitoring of emergency care plans, individualized health-care plans, and/or Section 504 plans for students with food allergies who are at risk for anaphylaxis
- Reduction of the risk of exposure within the school setting
- Training for school staff on anaphylaxis and emergency response to anaphylactic reactions
- Post-anaphylaxis reaction review of policies and procedures

The *Guidelines* include additional detail on each of the above components.

The enclosed policy, now subtitled Care Plans, incorporates these elements by requiring the district to develop and implement a student FOOD ALLERGY MANAGEMENT PLAN that includes general procedures to limit the risk posed to students by food allergies and specific procedures for when a student is identified with a diagnosed food allergy and is at risk for anaphylaxis.

The policy includes a requirement to develop GENERAL PROCEDURES on the following:

- Specialized training for employees responsible for the development, implementation, and monitoring of the district's food allergy management plan. The *Guidelines* explain that this training is more comprehensive than the general awareness training listed below and should address management of food allergies in the school setting.
- Awareness training for employees on the signs and symptoms of food allergies and emergency procedures employees should follow in the case of a student's anaphylactic reaction. The *Guidelines* include suggested elements of this training and provide information about online training and other training resources.
- General strategies to reduce the risk of exposure to common food allergens. The *Guidelines* include many strategies for the district to consider; the strategies implemented will vary from district to district based on local circumstances.



## Explanatory Notes

### TASB Localized Policy Manual Update 94

- Methods for requesting specific food allergy information from parents. Once a student is identified as having a food allergy and as being at risk for anaphylaxis, the district will need to implement procedures related to the care of that student.
- Annual review of the food allergy management plan.

In addition to these general procedures, the policy requires development of procedures for STUDENTS AT RISK FOR ANAPHYLAXIS, including:

- Development and implementation of food allergy action plans, emergency action plans, individualized health-care plans, and Section 504 plans, as appropriate.
- Training as necessary for employees and others to implement a student's care plan. This training will focus on the roles of various individuals in implementing the specific elements of the care plan and will include strategies to reduce the student's risk of exposure to the diagnosed allergen.
- Review of individual care plans and procedures periodically and after an anaphylactic reaction at school or at a school-related activity. The *Guidelines* emphasize that the review after an anaphylactic reaction would provide an opportunity to adjust the procedures and plans and ensure that any medication used during a reaction is replaced. Periodic review may be necessary, for example, when a student changes grade levels or campuses.

At DISTRIBUTION, the policy also requires the district to provide information about the policy and the food allergy management plan in the student handbook and to make the materials available at each campus.

On June 15, 2012, Policy Service will publish sample administrative procedures and forms in Update 41 to the *Regulations Resource Manual*, available on myTASB. The regulations are aligned with the local policy text and will allow the district to designate a district-wide food allergy coordinator, if any; indicate whether the district will create food allergy management teams at the campus level; and develop procedures to implement the local policy requirements.

**Please note:** Because the law requires districts to adopt a local policy so quickly, districts in which the local policy adoption process calls for two readings of a proposed policy may wish to implement the process for emergency adoption with one reading. [See BF(LOCAL).]

## ADDITION

WELLNESS AND HEALTH SERVICES  
CARE PLANS

FFAF  
(LOCAL)

### FOOD ALLERGY MANAGEMENT PLAN

The District shall develop and implement a student food allergy management plan that includes the components below.

#### GENERAL PROCEDURES

Procedures to limit the risk posed to students with food allergies shall include:

1. Specialized training for employees responsible for the development, implementation, and monitoring of the District's food allergy management plan.
2. Awareness training for employees regarding signs and symptoms of food allergies and emergency response in the event of an anaphylactic reaction.
3. General strategies to reduce the risk of exposure to common food allergens.
4. Methods for requesting specific food allergy information from a parent of a student with a diagnosed food allergy. [See FD]
5. Annual review of the District's food allergy management plan.

#### STUDENTS AT RISK FOR ANAPHYLAXIS

Procedures regarding the care of students with diagnosed food allergies who are at risk for anaphylaxis shall include:

1. Development and implementation of food allergy action plans, emergency action plans, individualized health-care plans, and Section 504 plans, as appropriate.
2. Training, as necessary for employees and others to implement each student's care plan, including strategies to reduce the student's risk of exposure to the diagnosed allergen.
3. Review of individual care plans and procedures periodically and after an anaphylactic reaction at school or at a school-related activity.

### DEFINITIONS

In accordance with state guidelines, and for the purposes of these procedures, the following definitions will apply:

#### FOOD INTOLERANCE

An unpleasant reaction to a food that, unlike a food allergy, does not involve an immune system response or the release of histamine. Food intolerance is not life-threatening.

<b><u>ALLERGIC REACTION</u></b>	<b><u>An immune-mediated reaction to a protein. Allergic reactions are not normally harmful.</u></b>
<b><u>SEVERE FOOD ALLERGY</u></b>	<b><u>An allergy that might cause an anaphylactic reaction.</u></b>
<b><u>ANAPHYLACTIC REACTION</u></b>	<b><u>A serious allergic reaction that is rapid in onset and may cause death.</u></b>
<b><u>FOOD ALLERGY MANAGEMENT PLAN (FAMP)</u></b>	<b><u>A plan developed and implemented by the District that includes general procedures to limit the risk posed to students with food allergies and specific procedures to address the care of students with a diagnosed food allergy who are at risk for anaphylaxis.</u></b>
<b><u>FOOD ALLERGY ACTION PLAN (FAAP)</u></b>	<b><u>A personalized plan written by a health-care provider that specifies the delivery of accommodations and services needed by a student with a food allergy and actions to be taken in the event of an allergic reaction.</u></b>
<b><u>EMERGENCY ACTION PLAN (EAP)</u></b>	<b><u>A personalized emergency plan written by a health-care provider that specifies the delivery of accommodations and services needed by a student in the event of a food allergy reaction.</u></b>
<b><u>INDIVIDUALIZED HEALTH-CARE PLAN (IHP)</u></b>	<b><u>A plan written by a school nurse based on orders written by a health-care provider that details accommodations or nursing services to be provided to a student because of the student's medical condition.</u></b>
<b><u>DISTRICT FOOD ALLERGY COORDINATOR</u></b>	<b><u>The Superintendent has designated the following staff person as the District food allergy coordinator for students.</u></b>  <b><u>Position: Director of Student Support Services</u></b> <b><u>Address: 3911 Avenue I, Rosenberg, TX 77471</u></b> <b><u>Telephone: 832-223-0000</u></b>
<b><u>RESPONSIBILITIES</u></b>	<b><u>The District food allergy coordinator will:</u></b>  <b><u>1. Coordinate the development and ensure implementation of the District's FAMP.</u></b>  <b><u>2. Be responsible for disseminating applicable District policies, procedures, and the FAMP.</u></b>

- 3. Develop, or assist in the development of food allergy request, notice, and incident report forms, as well as District-approved forms. [See FD, FFAC and FFAF]**
- 4. Ensure that specific food allergy information is requested from parents and students of the District. [See FD and the student handbook.]**
- 5. Pursue ongoing, specialized training in the management of food allergies in the school setting.**
- 6. Ensure specialized training is received by any other employees responsible for development, implementation, and monitoring of the District's FAMP.**
- 7. Coordinate the general food allergy awareness training to employees. See TRAINING, below.**
- 8. Develop general strategies for reducing exposure to common food allergens at District facilities and activities. See ENVIRONMENTAL CONTROLS, below.**
- 9. Ensure that employees and other individuals supervising a student with a diagnosed severe food allergy receive training, as necessary, regarding implementation of the student's FFAP, EAP, IHP, and/or Section 504 plan, as applicable, and on specific strategies to reduce the risk of the student's exposure to the diagnosed allergen.**
- 10. Develop procedures related to student self-administration of allergy medicine, including epinephrine auto-injectors prescribed to a student. [See FFAC]**
- 11. Coordinate with the District's record management officer to develop and implement procedures for record retention. [See FD and FL]**
- 12. Collect and maintain incident reports after a student's anaphylactic reaction at school or at a school-related activity.**
- 13. Review the FAMP and related District policies and procedures annually, including any recommendations from campus FAMTs or school health advisory councils (SHAC).**

**FOOD ALLERGY  
MANAGEMENT PLAN**

**GENERAL  
PROCEDURES  
TRAINING**

**The District's FAMP will include the following components:**

**The District will provide specialized training to employees who are responsible for the development, implementation, and monitoring of the FAMP.**

**In addition, the District will provide general food allergy awareness training addressing:**

- 1. The FAMP and applicable District policies and procedures;**
- 2. General strategies to reduce the risk of exposure to common food allergens;**
- 3. Signs and symptoms of food allergies;**
- 4. Emergency response in the event of an anaphylactic reaction at school or at a school-related activity; and**
- 5. Bullying awareness and response. [See FFI]**

**ENVIRONMENTAL  
CONTROLS**

**The District's general procedures to reduce the risk of exposure to common food allergens will include:**

- 1. Limiting, reducing, and/or eliminating food from classroom(s) and other learning environments used by students diagnosed with food allergies who are at risk for anaphylaxis.**
- 2. Implementing appropriate cleaning protocols in the school, with special attention to identified high-risk areas.**
- 3. Posting visual reminders promoting food allergy awareness.**
- 4. Educating students about not trading or sharing food, snacks, drinks, or utensils.**
- 5. Implementing appropriate risk reduction strategies for high-risk areas in the school, including, but not limited to, the cafeteria, classroom(s), and common areas; the school bus; extra-curricular activities; field trips; school-sponsored activities; and before- and after-school activities.**

**INFORMATION  
REQUEST**

**The District will use the following methods for requesting specific allergy information from the parent of a student with a diagnosed food allergy. [See FD]**

- 1. Provide parent/guardian a student emergency card.**
- 2. Provide parent/guardian a Life Threatening Allergy Action Plan, as applicable.**

**REVIEW**

**The FAMP and related District policies will be reviewed at least annually by the District Food Allergy Coordinator.**

**STUDENTS AT RISK  
FOR ANAPHYLAXIS  
IDENTIFICATION**

**When a student is identified as having a severe food allergy, the campus nurse will, as applicable, request that the parent provide the following documents completed by a physician or other licensed health-care provider:**

- 1. The Life Threatening Allergy Action Plan**
- 2. If the parent is requesting meal substitutions or modifications, the Statement Regarding Meal Substitutions or Modifications.**
- 3. The Authorization for Self-Administration of Asthma and/or Anaphylaxis Medication form.**
- 4. The Request for the Administration of Medication at School form.**
- 5. Additional information regarding the signs and symptoms of an anaphylactic reaction that the student might experience.**

**The campus nurse will use documents completed by the physician or other licensed health-care provider to develop an IHP for the student, if necessary.**

**ELIGIBILITY FOR  
ACCOMMODATIONS  
UNDER FEDERAL  
LAW**

**Upon receipt of the identification information above, a student with a disability who is thought to be in need of special education and related services will be referred for formal evaluation in accordance with law. [See EHBAA(LEGAL)]**

**A Section 504 committee will convene to determine if accommodations, including substitutions and other school support services, are necessary for the student to receive a free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act. If the committee determines that the student**

needs these accommodations to participate successfully and safely in the learning environment, the committee will develop a Section 504 plan. [Also see FB]

To the extent the use of epinephrine for a food allergy is not a required service or support addressed in a student's Section 504 plan or individualized education program (IEP), a FAAP, EAP, or IHP does not constitute a service or accommodation under Section 504 or the individuals with Disabilities Education Act (IDEA).

**POST-IDENTIFICATION**

The campus nurse will meet with the student and parent to review the documentation and to develop:

1. Specific strategies to reduce the student's risk of exposure to the diagnosed allergen;
2. Procedures related to the student's self-administration of his or her prescribed epinephrine auto-injector, if applicable; [See FFAC]
3. Procedures for when the student is not able to self-administer anaphylaxis medication; and,
4. Emergency procedures that will be implemented in the event of an anaphylactic reaction at school or at a school-related activity.

**NOTIFICATION AND TRAINING**

As necessary and in compliance with the Family Educational Rights and Privacy Act (FERPA) and District policy [see FL], notification will be provided to staff, classmates, parents, volunteers, and substitutes of a student with a diagnosed severe food allergy and the campus nurse will provide training addressing:

1. General and specific strategies to reduce the student's risk of exposure to the diagnosed allergen;
2. Signs and symptoms of the food allergy; and
3. Emergency response in the event of the student's anaphylactic reaction at school or at a school-related activity.

**REVIEW**

Individual care plans and procedures will be reviewed by the campus nurse periodically and after a student's anaphylactic reaction at school or at a school-related activity.

**AFTER AN  
ANAPHYLACTIC  
REACTION**

**REPORTS**

**After a student's anaphylactic reaction at school or a school-related activity, the campus nurse should submit an incident report to the District coordinator, identifying:**

- 1. If known, the source of allergen exposure;**
- 2. Emergency action taken, including whether an epinephrine auto-injector was used and whether the student or a staff member administered the epinephrine; and**
- 3. Any recommended changes to procedures;**

**RESPONSE**

**After a student's anaphylactic reaction, the campus nurse will:**

- 1. Meet with school staff to review administrative procedures.**
- 2. Provide to parents of other classroom students factual information that complies with FERPA and District policy and does not identify the individual student.**
- 3. If the allergic reaction is thought to be from food provided by the school food service, work with the school food service department to ascertain what potential food item was served/ consumed and how to reduce risk in the cafeteria by reviewing food labels, minimizing cross-contamination, and other strategies.**
- 4. Review the Life Threatening Allergy Action Plan and IHP, as applicable, and any other elements of the care plan to address any changes needed or made by the student's health-care provider.**
- 5. If an epinephrine auto-injector was used during the reaction, ensure that the parent/guardian replaces it with a new one.**

**If applicable, the Section 504 committee will convene to review the student's Section 504 plan.**

**STUDENT HEALTH  
PLANS FOR OTHER  
MEDICAL CONDITIONS**

**If required for the student to remain in the school setting, an IHP will be implemented.**

**If applicable, a student's IHP must be coordinated with his or her Section 504 plan.**



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**NOTE: See FB for information regarding the application of Section 504 of the Rehabilitation Act to students who qualify for an IHP.**

**Information and procedures related to special health-care plans can be found at FFAF(LEGAL) and in Chapter 7 of the TDSHS *Texas Guide to School Health Programs* at <http://www.dshs.state.tx.us/schoolhealth/shpguide/chap7.pdf>.**

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**DISTRIBUTION**

**Information regarding this policy and the District's food allergy management plan shall be distributed annually in the student handbook and made available at each campus.**

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH WILLIAM SMITH SR., TRI-COUNTY CHILD DEVELOPMENT COUNCIL, INC. AND FORT BEND COUNTY**

**RECOMMENDATION:**

That the Board of Trustees approve the memorandum of understanding between the Lamar Consolidated Independent School District and the William Smith Sr., Tri-County Child Development Council, Inc. and Fort Bend County for Head Start services.

**IMPACT/RATIOINALE:**

The collaboration between Lamar CISD and Head Start will provide an opportunity for a full day of Pre-Kindergarten instruction for identified four-year old Lamar CISD students at the Juan Seguin Early Childhood Center.

**PROGRAM DESCRIPTION:**

Lamar CISD will take the following actions in an effort to provide educational and family services to pre-school age children in the community:

- Provide 10 classrooms and four office spaces for Head Start employees
- Provide Special Education services to Head Start students as needed
- Provide parenting training and literacy classes for parents

William Smith Sr., Tri County Child Development Council will:

- Provide instructional services to eligible Head Start students
- Provide a nurse, family and community engagement staff, and mental health and disabilities staff

Fort Bend County will:

- Provide for the purchase and installation of playground equipment
- Provide a fence for the playground area
- Provide Head Start classroom supplies and equipment to operate the center

Submitted by: Laura Lyons, Executive Director of Elementary Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



- G. County and LCISD affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public, that the proposed arrangements serve the interest of efficient and economical administration of the State Government, and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.
- H. County and LCISD agree that the Project will be open and available to the public when not in use by Head Start.

II.  
PURPOSE

The purpose of this Project is to provide playground equipment, fencing and a covered area for use of the WILLIAM SMITH SR., TRI COUNTY CHILD DEVELOPMENT COUNCIL INC., a non-profit, Texas corporation, hereinafter referred to as “Head Start” at the Juan Seguin Early Childhood Center (“Project Site”), located on an LCISD Campus in Fort Bend County, Texas, hereinafter referred to as “the Project.” This Agreement shall be considered as an in-kind contribution for the benefit of Head Start.

III.  
SCOPE OF WORK

COUNTY’S RESPONSIBILITIES:

- A. County agrees to provide, at its sole expense, certain playground equipment, fencing and a covered area at the Project Site, and certain furniture for the use of Head Start, in an amount not-to-exceed \$200,000, including labor costs.
- B. County shall solicit bids or proposals of best value for the Project in accordance with the usual and customary procedures of the County and the Texas statutes. It is expressly agreed and understood that County reserves the right to reject any and all bids or proposals. In such event, County, in its discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement as hereinafter provided. The County’s determination of the bidder who submits the bid or proposal of best value for the Project shall be final and conclusive.
- C. County will insure the playground equipment, fencing and cover against vandalism and/or theft up to a limit of \$100,000.
- D. County and LCISD shall work jointly on the design of the Project. However, any final determination on the purchase or installation Project shall lie solely with County, with input from Head Start.
- E. County shall be the owner of the furniture purchased by County and used by Head Start at the Project Site and LCISD shall relinquish possession of the furniture to County upon termination of this Agreement.

LCISD’S RESPONSIBILITIES:

- F. LCISD agrees to provide the location for the Project, include an indoor area for use by Head Start.
- G. LCISD agrees to provide routine maintenance and repairs after installation by County.
- H. LCISD will coordinate the efforts of County for scheduling purposes. LCISD will furnish the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner for installation of the Project.

IV.  
MISCELLANEOUS

- A. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- B. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- C. LCISD and County have each sought review and approval of its respective legal counsel.
- D. The County Road Commissioner, at his sole discretion, shall decide any and all questions that may arise with regard to the labor and equipment necessary to complete the Project.
- E. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.
- F. Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:  
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to LCISD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V.  
TERM

This Agreement shall commence on the date executed by the final party and shall remain in effect until terminated by any party by providing sixty (60) calendar days notice to the other party.

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**CONSIDER APPROVAL OF AGREEMENT FOR LAMAR CISD WORKER'S  
COMPENSATION THIRD PARTY ADMINISTRATION PROGRAM**

**RECOMMENDATION:**

That the Board of Trustees approve renewal of Tristar Risk Management as the District's Third Party Administrator (TPA) for the self-funded workers' compensation program for the 2012-2015 school years.

**IMPACT/RATIONALE:**

The annual fee is estimated at \$62,982 for basic administrative services and associated cost containment measures. Over the past six years Tristar, as the incumbent administrator, has demonstrated vigilant claims management practices resulting in an estimated four year program savings to the District of \$528,620. As the administrative charges are comparable in nature, the District is recommending Tristar for the following reasons:

- Demonstrated success in keeping claims costs low
- Exceptional Service to the District
- No transition costs
- Cost differential is not worth employing a new administrator whose ability is unknown.

**PROGRAM DESCRIPTION:**

Since 1974, Lamar Consolidated Independent School District has been required by law to provide worker's compensation for all employees. For more than 13 years, Lamar has been a self-funded program with a layer of stop-loss insurance. The District feels that a self-funded program is the most effective method of ensuring claims cost are kept to a minimum.

Submitted by:       Dr. Kathleen Bowen, Executive Director of Human Resources  
                          Robert V. Reim, Consultant, Robert V. Reim Company  
                          Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

WORKERS COMPENSATION	Current	Self-Insured	Self-Insured	Self-Insured	Self-Insured	Self-Insured	Self-Insured	Self-Insured
Agency								
Insurance Company	TRISTAR	TRISTAR	TASB	1-2-1	Jos. Ivy Cos.	Jos. Ivy Cos.	Jos. Ivy Cos.	CAS
Interfocal Risk Pool?			Yes					0
<b>Costs Excluding Claims</b>	<b>TRISTAR</b>	<b>TRISTAR</b>	<b>TASB</b>	<b>1-2-1</b>	<b>Jos. Ivy Cos.</b>	<b>Jos. Ivy Cos.</b>	<b>Jos. Ivy Cos.</b>	<b>CAS</b>
Administration Fee/Std Premium	\$61,331	\$62,982	\$52,946	\$57,081	\$61,144	\$62,999	\$62,999	\$67,252
Fully Insured Premium								
Open Claims Handling - Run-in		0	15,500	0	0	0	0	0
Open Claims Handling - Run-out								
<b>Total Costs Excluding Claims</b>	<b>\$61,331</b>	<b>\$62,982</b>	<b>\$68,446</b>	<b>\$57,081</b>	<b>\$61,144</b>	<b>\$62,999</b>	<b>\$62,999</b>	<b>\$67,252</b>



**CONSIDER APPROVAL OF THE WORKER'S COMPENSATION EXCESS CARRIER  
FOR LAMAR CISD**

**RECOMMENDATION:**

That the Board of Trustees approve renewal of the District's Worker's Compensation Excess Insurance with Safety National for the 2012-2013 with two one year renewal options.

**IMPACT/RATIONALE:**

The worker's compensation excess insurance covers worker's compensation claims above the self-insured retention of \$400,000. The annual premium for the 2012-2013 year is \$42,774. The District is recommending Safety National because of the reputation and the District's past experience with Safety National.

**PROGRAM DESCRIPTION:**

Worker's Compensation excess insurance provides coverage in excess of losses resulting from a catastrophic loss. The District has been fortunate in keeping losses below the excess coverage resulting in lower premium costs.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources  
Robert V. Reim, Consultant, Robert V. Reim Company  
Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

<b>WC EXCESS INSURANCE</b>		Current		2012-2013		2012-2013	
Agency	Insurance Company	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo
		Safety National	Safety National	Safety National	Safety National	Star	Star
	<b>Specific Excess - Attachment Point</b>	350,000	350,000	350,000	350,000	350,000	350,000
	Premium Rate	0.0325	0.0358	0.0322	0.0322		
	Premium excluding commission/fees	<b>\$40,509</b>	\$45,921	\$41,361	\$41,361		
	Cash Flow Protection Premium		Included	\$3,468	\$3,468		
	Commission and/or Fee	<b>\$0</b>	Included	Included	Included		
	<b>Total Cost</b>	<b>\$40,509</b>	<b>\$45,921</b>	<b>\$44,829</b>	<b>\$44,829</b>		
	<b>Specific Excess - Attachment Point</b>	400,000	400,000	400,000	400,000		
	Premium Rate		0.0333	0.0290	0.0290		
	Premium excluding commission/fees		\$42,774	\$37,251	\$37,251		
	Cash Flow Protection Premium			\$3,468	\$3,468		
	Commission and/or Fee		Included	Included	Included		
	<b>Total Cost</b>		<b>\$42,774</b>	<b>\$40,719</b>	<b>\$40,719</b>		

**CONSIDER APPROVAL OF ARCHITECT CONTRACT  
FOR THE NEW NATATORIUM**

**RECOMMENDATION:**

That the Board of Trustees approve PBK Architects for the design of the new district Natatorium and allow the Superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 8, 2011, a bond referendum was approved that included a new district Natatorium. The Board Facilities Committee, the administration, and the program manager (Gilbane) recommend that contract negotiations begin immediately with PBK Architects for the design and construction of a new district Natatorium.

**PROGRAM DESCRIPTION:**

Upon approval PBK Architects will begin the process of design for a new district Natatorium.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT  
FOR THE NEW AGRICULTURE FACILITY**

**RECOMMENDATION:**

That the Board of Trustees approve VLK Architects for the design of the new district Agriculture Facility and allow the superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 8, 2011, a bond referendum was approved that included a new district Agricultural Facility. The Board Facilities Committee, the administration, and the program manager (Gilbane) recommend that contract negotiations begin immediately with VLK Architects for the design and construction of a new district Agricultural Facility.

**PROGRAM DESCRIPTION:**

Upon approval VLK Architects will begin the process of design for a new district Agricultural Facility.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF WASTEWATER CONTRACT BETWEEN LAMAR CISD  
AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 146**

**RECOMMENDATION:**

That the Board of trustees approve a wastewater contract with Fort Bend County Municipal Utility District No 146 (MUD #146) for the new Judge James C. Adolphus Elementary School.

**IMPACT/RATIONALE:**

This contract will provide water and wastewater to the new Judge James C. Adolphus Elementary School (Elem. #22). Lamar CISD purchased this property in April 2010 and the MUD #146 reserved capacity for the proposed new elementary school. Lamar CISD will pay a Pro Rata Share of the water, wastewater, and detention facilities in the amount of \$268,321.21 this is the equivalent of 25 residential connections in the Long Meadow Farms Subdivision.

**PROGRAM DESCRIPTION:**

This contract with Fort Bend County MUD #146 will supply water and wastewater to the new Judge James C. Adolphus Elementary School.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

WASTEWATER SERVICES AND STORM WATER QUALITY CONTRACT FOR  
LAMAR CONSOLIDATED I.S.D.

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

WHEREAS, Fort Bend County Municipal Utility District No. 146 (the "District") provides water, sewer, and drainage services to residential and commercial establishments within the District's jurisdiction;

WHEREAS, the District does not allow discharges resulting from any commercial or industrial establishment without prior written authorization from the District for such discharges and without assurances from the commercial or industrial establishment that such discharges shall be in compliance with applicable laws and requirements;

WHEREAS, the Texas Commission on Environmental Quality and United States Environmental Protection Agency ("EPA") have developed standards for municipal utility districts relating to storm water discharges associated with industrial and/or commercial activity;

WHEREAS, Lamar Consolidated Independent ("Lamar Consolidated I.S.D.") School District proposes to develop an elementary school to be located at the southwest corner of West Bellfort and Winston Ranch Parkway (the "Facility"), within the District's service area, and desires to receive water and sewage treatment services from the District to serve the Facility;

WHEREAS, in the course of operations, Lamar Consolidated I.S.D. may generate and release substances into the District's storm sewer system and/or the District's sanitary sewer system generated at the Facility which are considered hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, and regulations promulgated pursuant to CERCLA, as well as the Federal Water Pollution Control Act and Federal Clean Water Act and regulations promulgated thereunder;

WHEREAS, by way of example but not by way of limitation, such substances may include or contain gasoline, diesel fuel, kerosene, oil, motor oil, degreasing agents, undercoating substances, brake fluid, antifreeze fluid, glue, chlorinated solvents, foamed plastic, mercury, battery acid, coolants, refrigerants, transmission fluid, vehicle washwater, dyed fuel, shop wastewater, asbestos materials, parts cleaners, paint, clear coating, paint strippers, cleaning solvent, paint thinners, and metal residue from machining (collectively, "Chemicals"), that may be or may contain hazardous

substances pursuant to CERCLA as well as the Federal Water Pollution Control Act and Federal Clean Water Act and regulations promulgated thereunder;

WHEREAS, the Chemicals may deteriorate or contribute toward the deterioration of pipes, pipe fittings, joints, and the sealants around such pipes, pipe fittings, and joints in the District's sanitary sewer system or drainage system in a manner that causes such substances to be released into the environment;

WHEREAS, Chemicals may be toxic or otherwise injurious to human health and the environment when released into the environment;

WHEREAS, the District has determined not to allow discharges of Chemicals into the District's sanitary sewer system or storm sewer system from the Facility to prevent harm to the District's facilities and the environment, unless Lamar Consolidated I.S.D. agrees by contract to strict controls on the use and discharge of the Chemicals;

For and in consideration of the mutual promises and benefits set forth herein, the District and the Lamar Consolidated I.S.D. agree to the following:

1. Wastewater Services. The District agrees to receive into its sanitary sewer system wastewater discharged from operations of the Facility, subject to the terms of this Contract and the District's Rate Order, as currently existing or hereinafter amended (the "Rate Order"). A copy of the current Rate Order is attached as **Exhibit A**. Lamar Consolidated I.S.D. is hereby notified that they are also subject to all subsequent modifications, revisions, and/or amendments to the Rate Order that may be adopted by the District after the date first written above.

2. Compliance With Laws and Regulations. Lamar Consolidated I.S.D. shall operate the Facility in compliance with all applicable federal, state and local laws and regulations, including but not limited to all applicable requirements set forth in and promulgated pursuant to the Clean Water Act, 33 U.S.C. §§ 1251-1387; all applicable requirements set forth in and promulgated pursuant to the Safe Water Drinking Act, 42 U.S.C. §§ 300f to 300j-26; all applicable requirements set forth in and promulgated pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901-6992k; all applicable requirements set forth in and promulgated pursuant to CERCLA, 42 U.S.C. §§ 9601-9675; all applicable requirements set forth in and promulgated pursuant to the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001-11050; all applicable requirements set forth in and promulgated pursuant to the Texas Solid Waste Disposal Act ("TSWDA"), Texas Health & Safety Code §§ 361.001-.754; all applicable requirements set forth and promulgated pursuant to the Federal Water Pollution Control Act; and all applicable requirements set forth in and promulgated pursuant to any section within the Texas Water Code and Texas Administrative Code.

3. Maximum Contaminant Levels. Lamar Consolidated I.S.D. is prohibited from discharging wastewater containing any Chemicals into the District's sanitary sewer system in excess of applicable Maximum Contaminant Levels ("MCLs") established in 40 C.F.R. §§ 141.61 and 141.62 or Secondary MCLs established in 40 C.F.R. § 143.3. Lamar Consolidated I.S.D. warrants and represents that it has checked all drains and pipes at the Facility and that no drain or pipe that may receive wastewater in excess of any MCL or Secondary MCL established in 40 C.F.R. §§ 141.61, 141.62, or 143.3 discharges directly or indirectly into the District's sanitary sewer system. In the event any wastewater containing Chemicals is discharged into the District's sanitary sewer system that exceeds or may exceed any MCLs or Secondary MCLs established in 40 C.F.R. §§ 141.61, 141.62, or 143.3, Lamar Consolidated I.S.D. shall immediately notify the District so that the District may take steps to control and/or contain the discharge with minimal disruptions to the wastewater treatment facility that will receive the discharge.

4. Spills. The Facility shall have no floor drains near the area where Chemicals are used that lead to the District's sanitary sewer or storm water drain. Lamar Consolidated I.S.D. shall have suitable cleanup and containment materials available at the Facility for use in the event of a spill of any Chemicals. Lamar Consolidated I.S.D. shall immediately notify the District in the event that any bulk Chemicals are discharged into the District's sanitary sewer system or drainage system or otherwise into the environment (e.g., soils, groundwater, surface water).

5. Vehicle Washwater and Shop Rags. Vehicle washwater will not be generated in areas near floor drains that lead to the District's sanitary sewer or storm water system. Shop rags, technician uniforms and any cloth materials used at the Facility will not be laundered or otherwise cleaned at the Facility such that water used to clean or launder these materials enters the District's sanitary sewer or storm sewer system.

The Facility will install, utilize, and maintain sampling wells and a grit/oil separator to be located before the tie-in into the District's sanitary sewer system at the specific location to be determined by the District's engineer. The Facility will dispose of oil waste in Underwriters Laboratories, Inc. (or approved equal) approved containers, recycle 100 percent of oil waste, and utilize a concrete oil separator tank approved by the District's engineer.

6. Storage Area. All Chemicals as well as all waste materials potentially contaminated with such substances shall be stored in a separate area (the "Storage Area"). The floor in the Storage Area must be leak-proof and comprised of an impervious material and designed to contain 110% of any Chemical or wastewater contained in any single container, tank, or equipment found on-site. Any parts, fluids, materials or Chemicals stored outside shall be protected from the weather in a manner such that they will not come into contact with rain, snow or other form of water (e.g., washing) that would create a hazardous substance as defined by CERCLA.



7. Storage Containers. Lamar Consolidated I.S.D. shall keep all Chemicals as well as all waste materials potentially contaminated with such substances in leak-proof, tightly covered containers and stored in the Storage Area.

8. Hazardous Waste. The Facility shall not be used as a hazardous waste treatment, storage, and disposal facility. No hazardous waste as defined by 40 C.F.R. § 261.3, whether generated by Lamar Consolidated I.S.D. at the Facility, by Lamar Consolidated I.S.D. at another facility, by any future tenants, or by any third party, shall be transported to the Facility or to any facility receiving water or sewer services from the District. Further, any waste generated at the Facility that is classified as hazardous waste shall be stored at the Facility only for such time as is necessary to accumulate sufficient quantities for transportation to a permitted hazardous waste treatment, storage, and disposal facility. Under no circumstances shall any hazardous waste be accumulated at the Facility for a length of time such that the Facility becomes subject to the requirements for hazardous waste treatment, storage, and disposal facilities. If the Facility at any time generates hazardous waste or is otherwise required to obtain a number or permit from the EPA, then Lamar Consolidated I.S.D. shall immediately obtain an EPA identification number from the EPA pursuant to 40 C.F.R. § 262.12 for the Facility, notwithstanding any regulatory exemption or exception, including the provisions for conditionally exempt small quantity generators. Lamar Consolidated I.S.D. shall comply with the manifest requirements in 40 C.F.R. Part 262 when transporting or arranging for the transportation of hazardous waste from the Facility, and Lamar Consolidated I.S.D. shall use the EPA identification number that identifies the Facility in all such manifests. Lamar Consolidated I.S.D. shall arrange for the transportation of any hazardous waste generated at the Facility only with a transporter who complies with all applicable requirements for the handling and transportation of such waste. Lamar Consolidated I.S.D. shall transport or arrange for the transportation of hazardous waste generated at the Facility only to an appropriately approved waste treatment, storage, and disposal facility that complies with all applicable federal, state, and local requirements set forth in and promulgated pursuant to RCRA and TSWDA. Lamar Consolidated I.S.D. shall be obligated to make all reasonable inquiries regarding any waste transporter or waste treatment, storage, and disposal facility in order to verify compliance with all applicable federal, state, and local requirements.

9. Operation and Maintenance. All machines and equipment at the Facility shall be operated and maintained according to the manufacturer's instructions, including all instructions found in the operator's manual provided by the manufacturer and supplied with these machines and equipment. Lamar Consolidated I.S.D. shall keep a copy of the operator's manual at the Facility and shall make each person employed by Lamar Consolidated I.S.D. aware of the location of the operator's manual.

10. Inspections. Lamar Consolidated I.S.D. shall allow reasonable access to the District to allow the District's representative to inspect the Facility for compliance with

this Contract. Failure to provide access for such inspection shall be a violation of this Contract and sufficient grounds for the termination of services from the District.

11. Storm Water Quality. Lamar Consolidated I.S.D. will follow all applicable federal, state, and local laws and regulations relating to the storm water discharge from its facilities and ensure that such discharges do not violate the Federal Water Pollution Control Act and Federal Clean Water Act and regulations promulgated thereunder. Lamar Consolidated I.S.D. will further ensure that all applicable permits relating to storm water discharge have been obtained from the appropriate federal, state and local authorities.

12. Wastewater and Storm Water Sampling.

- A. The District's representative shall be allowed to sample and analyze the wastewater discharged from the Facility into the District's sanitary sewer system or drainage system to ensure compliance with this Contract, the Rate Order, and any applicable federal, state, or local law and regulation. Lamar Consolidated I.S.D. shall provide reasonable access to the District's representative for purposes of sampling the Facility's wastewater discharge or discharge into the storm system, and Lamar Consolidated I.S.D. shall pay the District's reasonable costs for such sampling and analysis necessary to ensure compliance with this Contract, the Rate Order, and any applicable federal, state, or local law and regulation. Such sampling shall be no more frequent than once per month unless the analysis of any prior sample indicates a violation or potential violation of this Contract, the Rate Order, or any applicable federal, state, or local law or regulation, in which case subsequent samples shall be no more frequent than necessary to ensure continuous compliance with this Contract, the Rate Orders, and any applicable federal, state, or local law and regulation.
- B. The District shall be allowed access to terminate water services provided under this Contract in the event of any violation of this Contract. The Lamar Consolidated I.S.D. acknowledges that it may, in the District's sole discretion and at the Lamar Consolidated I.S.D.'s sole cost and expense, be required to install a sampling well and grease trap at the Facility.

13. Remedies. The District may terminate services provided under this Contract, at Lamar Consolidated I.S.D.'s sole cost and expense, including a reasonable fee for terminating service, court costs, attorneys' fees, and any other cost related to enforcing this Contract and terminating service, for a violation of any provision set forth in this Contract. Lamar Consolidated I.S.D. specifically acknowledges that it has elected to install a master meter instead of separately metering each of the units within the Facility and, therefore, termination of service to Lamar Consolidated I.S.D. under this Contract

and/or the Rate Order shall result in termination of service to the Facility. The District may also impose fines and penalties authorized in the Rate Order or take any other action authorized in the Rate Order or under law for any violation of this Contract or the Rate Order, and, notwithstanding any provision in the Rate Order to the contrary, Lamar Consolidated I.S.D. is liable for all costs related to enforcing the terms or conditions of this Contract or the Rate Order, including court costs and attorneys' fees.

14. Insurance. Lamar Consolidated I.S.D. shall maintain at its own cost and expense environmental pollution insurance that satisfies the requirements set forth in the Environmental Insurance Specifications sheet attached as **Exhibit B**.

**15. INDEMNITY. LAMAR CONSOLIDATED I.S.D. AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE DISTRICT AND ITS BOARD OF DIRECTORS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, HEIRS, AND ASSIGNEES (INDIVIDUALLY OR COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, PENALTIES, COSTS, FINES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S AND EXPERTS' FEES, AND COURT COSTS) (INDIVIDUALLY OR COLLECTIVELY, "CLAIMS") OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY WITHOUT REGARD TO FAULT), OR PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BODILY INJURY; ENVIRONMENTAL INVESTIGATION, REMEDIATION, MITIGATION, OR MONITORING; REAL AND PERSONAL PROPERTY DAMAGE; LOSS OF PROFITS; BUSINESS INTERRUPTION; ECONOMIC LOSS; AND ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES), THAT ARE ASSERTED AGAINST OR INCURRED BY THE INDEMNITEES IN CONNECTION WITH OR ARISING OUT OF ANY BUSINESS, OPERATIONS, OR ACTIVITIES AT THE FACILITY (INCLUDING, BUT NOT LIMITED TO, THE EXISTENCE, DISCHARGE OR RELEASE OF ANY CHEMICALS OR CONSTITUENTS THEREOF FROM THE FACILITY AND/OR INTO THE INDOOR OR OUTDOOR ENVIRONMENT), EVEN IF DUE IN PART TO INDEMNITEES' CONTRIBUTORY OR CONCURRENT NEGLIGENCE OR OTHER FAULT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH CLAIMS ARE CAUSED BY OR RELATE TO LAMAR CONSOLIDATED I.S.D. THE INDEMNITY OBLIGATIONS CONTAINED IN THIS PARAGRAPH COMMENCE ON THE EFFECTIVE DATE OF THIS CONTRACT AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

16. Non-assignment. Lamar Consolidated I.S.D. shall not assign or delegate this Contract to any person or entity, and Lamar Consolidated I.S.D. shall be responsible for all duties and obligations set forth in this Contract notwithstanding any acts by third parties or intervening events.

17. Severability. In the event that any one or more of the provisions contained in this Contract or in any other instrument referred to herein, including but not limited to the Rate Order, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract or any other such instrument.

18. Amendments, Waiver. This Contract may not be amended except in a writing specifically referring to the Contract and signed by the District and Lamar Consolidated I.S.D. Notwithstanding this paragraph, the Rate Order attached hereto as **Exhibit A** may be amended as provided in the paragraph titled "Wastewater Services." Any right created under this Contract may not be waived, except in a writing specifically referring to this Contract and signed by the party waiving the right. The failure of a party to enforce strictly any provision of this Contract shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

19. Merger. This Contract and all exhibits attached hereto constitute the entire understanding between the parties and supersede any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject of this Contract.

[EXECUTION PAGE FOLLOWS]

AGREED TO AND ACCEPTED as of \_\_\_\_\_, 2012.

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 146

\_\_\_\_\_  
Name: Ellis Sink  
President, Board of Directors  
c/o Allen Boone Humphries LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn.: Lynne B. Humphries

ATTEST:

\_\_\_\_\_  
Name: Thomas J. Kolb  
Secretary, Board of Directors

(SEAL)

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit A

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 194  
RATE ORDER

CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

I, the undersigned officer of the Board of Directors of Fort Bend County Municipal Utility District No. 146, hereby certify as follows:

1. The Board of Directors of Fort Bend County Municipal Utility District No. 146 convened in regular session on the 4th day of January, 2012, outside the boundaries of the District, and the roll was called of the members of the Board:

Ellis Sink	President
Karen Carr	Vice President
Thomas J. Kolb	Secretary
Mark Yentzen	Assistant Secretary
Brian Cogburn	Assistant Vice President

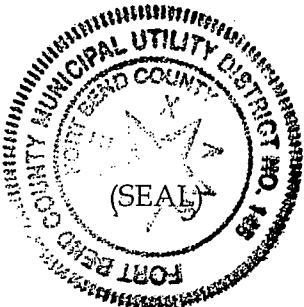
and all of said persons were present except Director \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

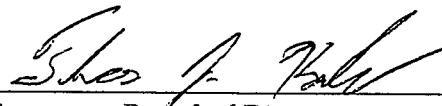
AMENDED RATE ORDER

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 4th day of January, 2012.



  
\_\_\_\_\_  
Secretary, Board of Directors

AMENDED RATE ORDER AND REGULATIONS GOVERNING WATER  
AND SANITARY SEWER LINES AND CONNECTIONS

WHEREAS, Fort Bend County Municipal Utility District No. 146 (the "District") is constructing and will own a water, sanitary sewer and storm sewer and drainage system (the "System") designed to serve present and future inhabitants within the District and is also providing garbage services to residential and commercial establishments within the District; and

WHEREAS, the Board of Directors deems it necessary to amend its Rate Order; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 146 THAT:

Section 1: Definitions. The following words or phrases shall have the meanings indicated below:

A. "Single Family Residential User" - means a user of the District's System that consists of one residence designed for use and occupancy by a single family unit.

B. "Non-Single Family Residential User" - means any user of the District's System other than a Single Family Residential User including, but not limited to, commercial establishments, apartments, churches, schools, and multi-family dwelling units.

C. "Irrigation User" means any user of the District's water and sewer system that is a user of the District's System only for purposes of irrigation in public areas. Irrigation users are only property owners associations or District accounts.

D. "Non-Taxable User" means a user that is exempt from ad valorem taxation by the District under the Property Tax Code, including, but not limited to, schools and churches.

Section 2: Tap and Inspection Fees

A. Single Family Residential User Water Tap. Prior to connection to the District's water system, a tap fee in the amount shown in Exhibit "A" shall be paid to the District to cover the cost of making said connection and the cost of providing the water meter. Connections to the District's water system shall not be allowed prior to an approved sewer inspection, and all such connections shall be inspected by the District's operator or its subcontractor.

B. Non-Single Family Residential User Connection. Connections to the District's System shall not be allowed prior to receipt by the District's operator of (a) the



District's engineer's letter of no objection (b) payment of the tap fee; and (c) execution of a Wastewater Service and Storm Water Quality Contract. All water system connections shall be made by the District's operator or its subcontractors and all sewer connections shall be inspected by the District's operator or its subcontractors. Prior to any connection being made to the District's water system by a Non-Single Family Residential User, such User shall:

(1) pay a tap fee shown in Exhibit "A"; and

(2) present a written request to the District stating the amount of capacity desired, identifying the tract for which service is desired including a scale plat thereof, and describing the improvements to be constructed thereon, accompanied by schematic drawings and construction prints of the proposed connection lines and connection points to the District's System. The District's engineer will review the plans and note any required revisions. The engineer will then return the plans, as approved, to the User with a notation that he has no objection to the connection(s) being made to the District's System by the District's operator as per the approved (and if appropriate, revised) plans.

C. Irrigation User Water Tap. Prior to any connection being made to the District's water system by an Irrigation User, for use in a public area, such User shall pay a tap fee in the amount shown in Exhibit "A".

D. Non-Taxable Users. Non-Taxable users shall pay a tap fee in the amount shown in Exhibit "A". The District will provide and install all meters and taps. All connections to the District's System shall be made by a representative of the District.

E. Sewer Connection Inspection. All connections to the District's sewer system shall be made in accordance with the provisions of the Rules and Regulations Governing Sewer House Lines and Sewer Connections. All connections to the District's sewer system shall be inspected by the District's operator or its subcontractor prior to being covered in the ground. In the event a sewer connection is made and covered without such inspection, water service at such location shall be terminated and shall not be allowed until an approved sewer connection inspection has been performed. An inspection fee shall be paid to the District at the time the tap fee is paid in the amount shown in Exhibit "A". If a sewer connection fails the inspection, an additional inspection at the same inspection fee is to be paid to the District prior to reinspection.

F. Pre-Facility Inspection. All builders or contractors for property owners within the District must contact the operator, prior to starting any work on property within the District, to do an inspection to verify District facilities. If any District facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make visible at the expense of the District. A copy of the inspection will be given to the builder's or contractor's representative. After the inspection and any

necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the Final Site Survey. The cost for the inspection is shown on Exhibit "A" and is payable with the tap fee.

G. Facility Inspection. Immediately upon completion of the District's operator's installation of the initial water tap and meter, and the sewer connection and inspection, the operator will conduct an initial facility inspection. At such inspection, the operator shall make note of the condition and location of all District facilities on the property. After construction has been completed on the property, but before service is transferred to a User, the District's operator will conduct a Final Site Survey to reinspect the water tap, meter and all other District facilities on the property for a fee in the amount shown in Exhibit "A". (The fee shall be collected at the time the tap fee is paid.) In connection with the above inspection or any other time, the property owner, builder or contractor will be held responsible for any damages or adjustments to District facilities or other conditions that might reasonably be expected to cause damage to District facilities, and the cost of correcting such conditions, repairing, adjusting or relocating the facilities (the "Backcharges"). Such charges are payable immediately, and shall be paid before service shall be initiated to a User. If any reinspections of the facilities are required to ensure that the District's facilities are repaired, relocated or adjusted, a fee in the amount shown in Exhibit "A" shall be charged for each such reinspection before service will be transferred to a subsequent User. Payment of the Backcharges, or any inspection or reinspection fees, shall be made on or before the 30th day after the date of the invoice for said charges. The District may withhold the provision of service to the property or to other property owned by any User, property owner, builder or contractor who has failed to timely pay for the Backcharges or any inspection or reinspection fee, including specifically the provision of additional taps; provided, however, the District shall follow the notification procedures set forth in Section 8 prior to withholding the provision of service.

H. Grease Trap Inspection. For each grease trap installed, there shall be charged a monthly flat rate inspection fee in the amount shown in Exhibit "A". If the operator is required to reinspect the grease trap, such reinspection shall be charged at the same rate.

I. Builder Responsibilities

(1) Street Cleaning. The builder and developer will be responsible for ensuring that the street in front of their lots stays free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street scraping or by using a vacuum sweeper. Washing sediments into the sewer inlets is prohibited by the District and the EPA.

(2) Concrete Wash-Out Site. Each builder will provide a single, dedicated concrete wash-out site on one of the builder's reserved lots, for use during construction. The site selected will be reviewed with the District and developer, and an identification sign must be erected on the site by the builder prior to use.

The builder will clean and maintain the site as necessary and is responsible for the proper and legal disposal of concrete. Silt fencing must be installed along the curb in front of the wash-out site as well as an access pad.

The builder will inform its subcontractors of the location and purpose of the concrete wash-out site.

(3) Other Builder Responsibilities. The builder is responsible for observing all signs and for enforcing the District's Rate Order with all employees, suppliers, and subcontractors. Builders are responsible for conducting regular inspections of their erosion control measures to insure they are functioning properly.

(4) Failure to Comply. Failure of a builder to comply with these builder responsibilities will be considered a violation of this Rate Order and will subject the builder to penalties in Section 20. Further, the District, at its sole option, may perform or have performed any of the builder's responsibilities and backcharge the builder for the cost. Failure to timely pay a backcharge or to comply with these responsibilities will subject the builder to termination of service in accordance with Section 8 or withholding of taps in accordance with Section 2G.

Section 3: Platting Requirement. Prior to initially connecting to the District's water, sewer or drainage systems, a User shall submit to the District's operator proof that the User's property has been platted in accordance with the subdivision ordinances of either the City of Houston. Acceptable proof of platting includes a copy of the recorded plat, or a certificate from the City of Houston that the property has been platted or that the property is legally exempt from the platting process.

Section 4: Plumbing Material Restrictions

A. Prohibition on Use of Specified Materials. The use of the following plumbing materials are prohibited in any and all improvements connected to the District's water system:

- (1) Any pipe or pipe fitting which contains more than 8.0% lead; and
- (2) Any solder or flux which contains more than 0.2% lead.

B. Customer Service Inspection Certification. Before the District will provide water and sewer service to any new improvement, a fully executed Customer Service Inspection Certification, in the form attached as Exhibit "D", signed by a state-licensed plumber must be submitted to the District.

Section 5: Water, Sewer, Garbage and Recycling and Fire Protection Rates

A. Regulatory Assessment. Pursuant to the Texas Water Code, each User of the District's systems is hereby assessed a regulatory assessment charge of one-half of one percent of the District's charge for service. This assessment is included in the rate schedules attached hereto as Exhibit "B" and will be forwarded to the Texas Commission on Environmental Quality, as required by the Texas Water Code, and used by the Commission to pay costs and expenses incurred in its regulation of water districts.

B. User Fees. Each User within the District shall be charged for service on a monthly basis according to the volume of water used and in accordance with the schedule attached as Exhibit "B". There shall be no proration for partial monthly use.

C. Garbage and Recycling Service. Each Single Family Residential User shall receive garbage and recycling service. No exceptions will be made.

D. Homeowner Association Fees. Water service will be provided to public esplanades or public green spaces within the District for irrigation purposes only at the rate indicated on Exhibit "B". All such public taps shall be required to have meters, which shall be installed by the District's operator.

E. Temporary Water Service

(1) The District's operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon receipt of a written request for temporary water service. Such temporary service shall be supplied only through a District meter installed by the District's operator.

(2) The person applying for temporary water service shall be required to deposit \$1,000.00 with the District to secure the payment for water supplied by the District and the safe return of the District's meter. Upon receipt of full payment for temporary water used and return of the meter in good condition, the deposit will be returned; provided, however, any damage to the meter or unpaid balances will be paid from the deposit.

(3) The monthly fee for temporary water service shall be \$50.00 for costs of installation plus \$2.50 per 1,000 gallons of water used.

F. Rate Usage Adjustment

The District's operator shall adjust the monthly usage bill for any User whose usage shows exceptionally high usage during the first 90 days of service, in an amount equal to the average of the next three months of actual usage. After the initial 90 days of service, no adjustments shall be made without Board approval unless there is ongoing construction in the immediate area, in which case the same adjustment described above shall be made by the operator.

G. Fire Protection Fees

(1) Each residential property in the District shall be charged a monthly fee for fire protection services in accordance with the schedule attached as Exhibit "B." A residential property shall mean any building or part of a building designed for permanent occupancy by one family. A detached single family residential property is considered one residential property, a duplex is considered two residential properties and each living unit in an apartment complex is one residential property.

(2) Each nonresidential property in the District shall be charged a monthly fee for fire protection services for each 2,000 square feet or part thereof of building floor area for every "improved nonresidential property" in accordance with the schedule attached as Exhibit "B." "Improved nonresidential property" means any improved real property, whether or not such property is tax-exempt, on which there is located a building or structure that is not residential property. The square footage used to determine the charge is based on the records of the Fort Bend Central Appraisal District. The monthly charge for improved nonresidential property does not apply to improved nonresidential property owned by the District.

Section 6: Quality of Sewage

A. Domestic Waste. Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged into the District's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged into the District's sanitary sewer lines except as authorized pursuant to subsection (B) below.

B. Commercial and Industrial Waste. All discharges other than waste described in subsection (a) are prohibited unless the user has applied to and received

written authorization from the District for such discharge. The applicant must file a statement with the District containing the following information:

- (1) Name and address of applicant;
- (2) Type of industry, business, activity, or other waste-creative process;
- (3) Quantity of waste to be discharged;
- (4) Typical analysis of the waste;
- (5) Type of pretreatment proposed; and
- (6) Such other information as the District may request in writing.

The District shall have the right to reject any application for discharge of non-domestic waste into the District's sanitary sewer lines if the District determines in its sole discretion that the proposed discharge may be harmful to the District's sanitary sewer system or the environment. The District also shall have the right in approving any application for the discharge of non-domestic waste to impose any limitations on such discharge that the District determines in its sole discretion to be necessary to protect the District's sanitary sewer system or the environment.

C. National Categorical Pretreatment Standard. If a user is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the federal Clean Water Act, the user is prohibited from discharging pollutants into the District's sanitary sewer system in violation of applicable categorical pretreatment standards.

D. District Testing; Pretreatment. The District shall have the right to sample and test any user's discharge at the discretion of the District's operator, with no limit as to the frequency of the tests, and to charge the user for the District's cost of such sampling and testing. The District also shall have the right to require pretreatment, at the user's expense, of any discharge of non-domestic waste if the District determines in its sole discretion that pretreatment of such waste is necessary to protect the District's sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to subsection C above.

Section 7: Maintenance and Repair. It shall be the responsibility of each User to maintain the water, sanitary sewer and storm sewer lines from the home or building to the point that the User's lines connect to the District's systems.

Section 8: Termination

A. Charges for water, sewer and fire protection service shall be billed monthly. All bills shall be payable on the 20th day after the date of the statement for said charges. Unless payment of the monthly bill is received on or before the 20th day after the date of said statement or unless payment of any Backcharges is received on or

before the 30th day after the date of the invoice, such account shall be considered delinquent and a one-time late charge equal to ten percent (10%) of the unpaid balance shall be charged. The District may, in its discretion, disconnect water service for failure to pay all charges and Backcharges, including interest, by the 50th day after the due date; provided, however, that prior to disconnecting services, the District shall send written notice by United States first class mail to the User or entity at the appropriate address and provide the User or entity with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. To cover the District's costs charged by the operator, a fee in the amount shown in Exhibit "A" shall be charged by the District for each such notice of delinquency mailed to a User. The written notice shall inform the User or entity of the amount of the delinquent payment, the date service will be disconnected or additional service withheld if payment is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges, services, or disconnection, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown on the notice. The date specified for disconnection shall be ten (10) days after the date of the next scheduled meeting of the Board of Directors as shown in the notice and the date for withholding additional service shall be the date of that Board meeting. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. The Board shall inform the Users or entities to whom notice has been sent such notice of the Board's determination by posting a door hanger at the appropriate address giving notice of water termination.

B. Any person, corporation or other entity who violates any provision of this Rate Order, in addition to being subject to the penalties described in Section 20, shall be subject to having service terminated; provided, however, that prior to disconnecting service for such violations, the District shall give written notice by first class mail or otherwise, to such person, corporation or other entity, of the pending disconnection, and shall give such person, corporation or other entity the opportunity to contest, explain or correct the violation of the Rate Order at a meeting of the Board of Directors of the District. Such disconnection shall be in addition to penalties that may be imposed by the District under Section 20.

C. If service to a User is disconnected for nonpayment of a delinquent bill or for any cause legally authorized, a reconnection fee in the amount shown in Exhibit "A" plus a security deposit in the amount shown in Exhibit "A", payable in accordance with Section 12, one time after service is terminated, shall be paid prior to service being restored. Payment of fees and charges under this Section must be in the form of cash, cashier's check, or money order.

D. In the event that the District's operator removes a User's meter due to unauthorized reconnection of service subsequent to its termination by the District, a reinstatement fee in the amount shown in Exhibit "A" shall be paid prior to service being restored.

Section 9: Swimming Pool Inspections and Fee. Every User who plans to construct or install a swimming pool within the District shall notify the District's operator in writing prior to commencing construction of the pool. Upon notification by the User of the intention to construct or install a swimming pool, the User shall pay an inspection fee in the amount shown in Exhibit "A." After the notification is received, the District's operator shall ensure that all drains from the swimming pool are connected to the District's sanitary sewer system. After the drains have been installed, the User shall notify the District's operator, who shall make an inspection of all swimming pool drains and backflow prevention devices to verify that the proper connections are made, before service is authorized for said swimming pool.

Section 10: No Guarantee of Specific Quantity or Pressure of Water. The District does not guarantee any User any specific quantity or pressure of water for any purpose whatsoever, and all Users understand and agree that the District is not liable for failure or refusal to furnish any particular amount or pressure of water to any User at any time.

Section 11: Returned Check Charge. The District will charge a fee in the amount shown in Exhibit "A" to any User for each check given to the District for payment that must be returned for any reason. Payments attempted to be made by a check which is returned shall be considered delinquent unless cash or certified funds are presented to the District for payment within the time period required by Section 8.

Section 12: Security Deposit. For Users that have been disconnected in accordance with Section 8, a non-interest bearing deposit in the amount indicated in Exhibit "A" shall be required to be paid prior to service being restored. Such User shall be required to pay an additional deposit each time such User is subsequently disconnected in accordance with Exhibit "A". The security deposit shall be held by the District as a deposit to assure prompt payment of all charges for water and sewer service in the future.

Section 13: Transfer Fee. A fee in the amount shown in Exhibit "A" shall be charged by the District to all Users opening an account to cover the expense to the District for the transfer of service from one User to the subsequent User.

Section 14: Permit Requirement. Before any connection is made to the District's System, the person requesting such connection shall provide to the District a



copy of: (1) a Development Permit from Fort Bend County, Texas; or (2) a Waiver for the Development Permit from Fort Bend County, Texas.

Section 15: Easements. Before service is begun to any User, the person requesting such service shall grant an easement of ingress and egress to and from the meter for such maintenance and repair as the District, in its judgment, may deem necessary.

Section 16: Plumbing Regulations; Prohibition against Cross-Connections and Unacceptable Plumbing Practices; Penalty for Violation. Pursuant to Chapter 290 of the Texas Administrative Code, the District adopts the following plumbing regulations, which apply to all users of the District's potable water distribution system.

A. Service Agreements. Prior to receiving service from the District to new construction or to buildings containing new plumbing fixtures, or prior to having service reconnected to any building after termination of water service, a User must execute a Service Agreement in the form attached to this Rate Order as Exhibit "E".

B. Plumbing Fixtures. A User is not permitted to install any plumbing fixture which is not in compliance with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

C. Prohibition Against Water Contamination. No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by the installation of an air-gap or an appropriate backflow prevention device in accordance with state plumbing regulations. In addition, all pressure relief valves and thermal expansion devices must be in accordance with state plumbing codes and the plumbing code, if any, required by the city in whose jurisdiction the District is located.

D. Backflow Prevention Assemblies. All sprinkler systems, spas and pools must have backflow prevention assemblies installed by the User at the User's sole cost and expense. In addition, the District, in its sole discretion, may require a non single family residential User to install a backflow prevention assembly at any meter(s) servicing such a User's property. The District, in its sole discretion, also may require any User to install other backflow prevention assemblies at any fixture in order to prevent contamination of the District's potable water distribution system or if the User's plumbing system poses a high health hazard. A high health hazard is defined by the TCEQ as a "cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply." If the District determines that a User must install a backflow prevention

assembly as a protection against a high health hazard, the backflow prevention assembly used must comply with a state approved plumbing code and the plumbing code, if any, required by the city in whose jurisdiction the District is located, and must be tested and certified at least annually by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the TCEQ.

The User is responsible for insuring that all backflow prevention assemblies are tested upon installation by the District's operator. The User is solely responsible for the cost of this test. If the District requires the installation of a backflow prevention assembly in order to prevent a serious threat to the District's public water supply, then the District, in its sole discretion, may immediately terminate service to the User. In that event, service will not be restored until the backflow prevention assembly has been installed and tested and a signed and dated original of a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as Exhibit "F" has been provided to the District's operator.

If the District determines that a backflow prevention assembly must be installed pursuant to this Rate Order for reasons other than to eliminate a serious threat to the District's public water system, the User must install the backflow prevention assembly within five (5) working days after receipt of notice from the District that such installation is required. The User must arrange for the District's operator to perform a "Backflow Prevention Assembly Test and Maintenance Report" in the form attached to this Rate Order as Exhibit "F" within three (3) working days of the installation of the backflow prevention assembly and within three (3) working days of any subsequent repair, maintenance or testing of such assembly. If the User fails to provide the testing certificate within this time, the District, in its discretion, may terminate service to the User pursuant to the terms of this Rate Order. The District's operator will retain such reports for a minimum of three (3) years.

E. Customer Service Inspections. A customer service inspection is required prior to the time the District (i) provides continuous water service to new construction, (ii) provides water service to private plumbing facilities that have been added to existing construction or materially improved or corrected, or (iii) continues service to a User when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist. The cost of such customer service inspection is set out in Exhibit "A" and will be the sole responsibility of the User and must be performed by the District's Operator, who is a certified waterworks operator holding an endorsement from the TCEQ. All fees relating to the customer service inspection shall be paid by the User prior to the inspection, and if the inspection is made in connection with new construction, the fee will be collected with the tap fee.

Prior to initiating continuous service to new construction or buildings containing new plumbing fixtures, the User must provide the District's operator with a signed and dated "Customer Service Inspection Certification" in the form attached to this Amended Rate Order as Exhibit "C". The District's operator will retain such inspection certifications for a minimum of ten (10) years. Thereafter, the District's operator or its subcontractors may, at the discretion of the District and/or the District's operator, periodically inspect a User's plumbing system during normal business hours for the purpose of identifying possible cross-connections and other unacceptable plumbing practices which violate this Rate Order.

F. Prohibition Against Cross-Connections. No cross-connection between the District's potable water distribution system and a private water system is permitted. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly must be properly installed and such assembly must be annually inspected and tested by a certified backflow prevention device tester. A list of certified backflow prevention device testers may be obtained from the local office of the TCEQ. By accepting service from the District, all Users agree to allow such annual inspection and testing of backflow prevention assemblies to take place during normal business hours. If any User refuses to allow such annual inspection and testing, service to such User will be discontinued until such inspection and testing is completed.

No connection which allows water to be returned to the District's potable water distribution system is permitted. This includes, but is not limited to, any device pursuant to which water is removed from the District's potable water distribution system, circulated through a User's system for condensing, cooling and heating of fluids or industrial processes, including but not limited to a heat exchange system, and routed back to the District's potable water distribution system.

G. Notice of Unacceptable Plumbing Practices. The District shall notify the User in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the customers service inspection, any periodic reinspection, or any other inspection. At its sole cost and expense, the User shall immediately correct any unacceptable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within five (5) working days of receipt of notice of the improper cross-connection. The User shall provide copies of all testing and maintenance records on such devices to the District within three (3) working days of the testing or maintenance. If the User fails to correct the noted unacceptable plumbing practice, the District may immediately terminate water service or, at the User's sole cost and expense, eliminate the cross-connection or correct the unacceptable plumbing practice.

H. Penalty for Violation. The failure of a User to comply with the terms of this Section will be considered a violation of this Rate Order. If such a violation occurs, or if the District determines the existence of a serious threat to the integrity of the District's water supply, the District, in its sole option, may, in addition to all other legal remedies available to it, including those remedies set out in Section 19 of this Rate Order, immediately terminate service or, at the User's sole cost and expense, install the plumbing fixtures or assemblies necessary to correct the unacceptable plumbing practice. If the District terminates service in order to preserve the integrity of the District's water supply, service will be restored only when the source of the potential contamination no longer exists or until additional safeguards have been taken. Any and all expenses associated with the enforcement of this Section shall be billed to the User.

Section 17: Drainage Facilities And Unauthorized Materials. For the purpose of providing drainage capacity and services to drain the land located within its boundaries, the District has constructed, owns and operates a drainage and storm sewer system (collectively, the "Drainage Facilities"). It is essential that the District maintain the Drainage Facilities and ensure that they are kept clear of any objects or debris that may block them and interfere with their intended purpose. The District's Drainage Facilities are solely allowed to carry storm water rainfall and anything deposited into such system shall be unauthorized. Any individual who disposes, or is responsible for the disposal, of trash, household or other hazardous materials, construction materials or debris, chemicals, other debris, or grass, tree and yard clippings, or anything else prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any state equivalent act, or that might potentially impede the free flow of storm water runoff ("Unauthorized Materials") in the Drainage Facilities or the District's Right-of-Way will be responsible for (1) removing such Unauthorized Materials and restoring the Drainage Facilities to their prior condition or (2) reimbursing the District for all costs of removal and restoration if the District opts, at its sole discretion, to perform such work. In addition to or in place of the foregoing, the District may assess a penalty or disconnect the customer's water service to collect such penalty for such violation under Section 20 of this Order.

Section 18: No Free Service; No Out-of-District Service. No free service shall be granted to any User for services furnished by the District's System whether such User be a charitable or eleemosynary institution, a political subdivision or municipal corporation, and all charges for service shall be made as required herein.

In order to receive service a User must be a resident of the District or must be annexed into the District's boundaries. No service will be provided on an out-of-district basis.

Section 19: Required Service. No service shall be given from the District's System unless such User agrees to take water, sanitary sewer, storm sewer and drainage, and garbage and recycling services, except in those instances where the Board determines that all such services are not necessary for the preservation of the sanitary condition of water within the District.

Section 20: Penalties for Violation. Any person, corporation or other entity who:

- (1) violates any Section of this Rate Order;
- (2) makes unauthorized use of District services or facilities;
- (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed;
- (4) uses or permits the use of any septic tank or holding tank within the District;
- (5) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections;
- (6) violates the District's Order Adopting a Drought Contingency Plan; or
- (7) constructs facilities or buildings which are not included in the approved plans for development under Section 2(B)(2) of this Agreement;

shall be subject to termination of service in accordance with the procedures set forth in Section 8 and a penalty of \$10,000.00 for each breach of each one of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

This penalty shall be in addition to the other penalties, fees and charges provided by this Rate Order and the laws of the State of Texas and in addition to any other legal rights and remedies of the District as may be allowed by law.

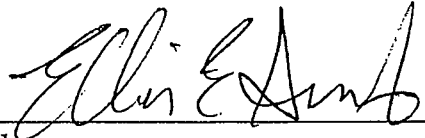
Section 21: Applicability of Rate Order. This Rate Order and all of the provisions herein apply only to utility service provided to land within the District. The Board of Directors shall determine whether to provide any utility service to areas outside of the District and the terms and conditions for such service.

Section 22: Additional Payment Options. Any User may pay the monthly water and sewer bill via the payment options provided through the District and its operator including but not limited to, online check and credit card payments, check and credit card payments processed over the telephone, and payment through various area retail locations. Certain payment options are made available through service providers who may charge Users a convenience fee in connection with some payment options. Such convenience fees are the sole responsibility of the User and are separate from any amount owed by the User to the District. Non-payment of any such convenience fee shall subject the User to termination of service in accordance with this Order. If any User payment is refused or returned by the processing financial institution, the District will charge the User the fee for returned check specified in Exhibit "A". Acceptable payment methods for delinquent accounts may be restricted as specified elsewhere in this Order.

Section 23: Superseding Orders. This Order supersedes all prior orders, resolutions and other actions of the Board concerning fees and charges for water, sewer or garbage services and is effective as of the date of its adoption.

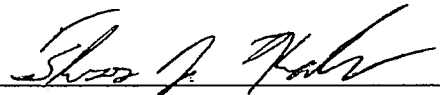
[EXECUTION PAGE FOLLOWS]

ADOPTED this 4th day of January, 2012.

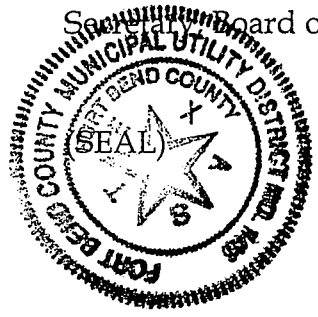


Ellis Sink  
President, Board of Directors

ATTEST:



Thomas J. Kolb  
Secretary, Board of Directors



LIST OF EXHIBITS

Exhibit "A"	Fees
Exhibit "B" -	Rates
Exhibit "C"	Standard Sanitary Sewer Usage Rates
Exhibit "D"	Customer Service Inspection Certification
Exhibit "E"	Service Agreement
Exhibit "F"	Backflow Prevention Assembly Test and Maintenance Report



EXHIBIT "A"

FEES

1. TAP FEES

A. Single Family Residential Users

In the case of a 5/8 inch water meter, the tap fee shall be:	\$885.00
In the case of a 3/4 inch water meter, the tap fee shall be:	\$1,125.00
In the case of a 1 inch water meter, the tap fee shall be:	\$1,935.00
In the case of a 1 ½ inch water meter, the tap fee shall be:	\$3,210.00
In the case of a 2 inch water meter, the tap fee shall be:	\$4,500.00

In the case of a water meter larger than 2 inch, a tap fee equal to two (2) times the District's actual cost of installing the tap, meter, and necessary service lines shall be paid to the District.

B. Non-Single Family Residential User

User shall pay a tap fee equal to three (3) times the District's actual cost of installing the tap, meter, and necessary service lines, and repairing or restoring any yards, sidewalks, streets, landscape, property or other improvements affected by the installation shall be paid to the District (the "Installation Costs"). The District's operator will produce an estimate for the Installation Costs, which will be sent to the User. The User shall pay the Installation Costs, plus 20%, prior to the installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.

C. Irrigation User

(1) Private User:

In the case of a 1-1/2 inch water meter, the tap fee shall be: \$3,210

In the case of a 2 inch water meter, the tap fee shall be: \$4,500

In the case of a 2 inch water meter located on a boulevard, in addition to the tap fee shown above, for any linear feet of pipe needed to make the tap in excess of 25 feet, there shall be an additional per foot linear charge of: \$10.00

(2) Homeowner Association User:

Irrigation taps will be set for homeowner associations at the District's cost for same.

D. Non-Taxable Users

(1) Non-Taxable Users shall pay a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, landscape, property, streets or other improvements affected by the installation (as determined by the District's operator) plus the User's pro rata share of the District's actual cost of the facilities necessary to provide District services to the non-taxable User that are financed or to be fully or partially financed by the District's tax bonds (as determined by the District's consultants and approved by the Board of Directors) (the "Installation Costs").

- (2) The District's operator will produce an estimate of the Installation Costs, which will then be approved by the Board of Directors and be sent to the User. The User shall pay the estimated Installation Costs, plus 20%, prior to installation of the tap. If the actual Installation Costs are greater than the estimated Installation Costs paid by the User, the difference must be paid by the User before the District will provide service to the User. If the actual Installation Costs are less than the estimated Installation Costs paid by the User, a refund for the difference shall be issued to the User.
  
- (3) Homeowners Associations shall pay a tap fee equal to the District's actual cost of installing the tap, meter and any necessary service lines and the cost of repairing or restoring any yards, sidewalks, landscape, property, streets or other improvements affected by the installation (as determined by the District's operator).

2. SEWER CONNECTION INSPECTION FEE

Single Family Residential connection: \$50.00

Non-Single Family Residential connection: \$125.00

3. FACILITY INSPECTION FEE \$50.00

Reinspection fee \$50.00

4. PRE-FACILITY INSPECTION FEE \$50.00

5. GREASE TRAP INSPECTION FEE

Monthly Rate \$85.00

Reinspection Rate \$85.00

6.	<u>CUSTOMER SERVICE INSPECTION FEE</u>	
	Residential	\$75.00
	Commercial	\$175.00
7.	<u>BACKFLOW PREVENTION DEVICE TEST</u>	
	Residential	\$50.00
	Commercial	\$175.00
8.	<u>SWIMMING POOL INSPECTION FEE</u>	\$50.00
9.	<u>FEE TO MAIL NOTICE OF DELINQUENCY TO USER</u>	
	Fee to Mail Notice	\$7.00
	Fee for Door Hanger Termination Notice	\$15.00
10.	<u>RECONNECTION FEE</u>	\$50.00
11.	<u>SECURITY DEPOSIT</u>	75.00 first deposit per single family residential equivalent connection and 25.00 per single family residential equivalent connection following each disconnection until the amount of deposit being held is \$450.00 per single family residential equivalent connection
12.	<u>REINSTALLATION FEE DUE TO METER REMOVAL</u>	\$50.00
13.	<u>FEE FOR RETURNED CHECK</u>	\$25.00
14.	<u>TRANSFER FEE</u>	\$25.00

EXHIBIT "B"  
RATES

A. All Users. After the meter is installed, each all Users located within the District shall be charged monthly for water and sewer for each equivalent single family connection ("ESFC") (as determined by the District) in accordance with the following schedule:

(1) Water

<u>Amount of Payment</u>	<u>Water Usage</u>
\$15.00	Minimum monthly charge per ESFC regardless of usage (only first 1,000 gallons of usage included in each User's minimum monthly charge)
\$ 1.00	Water rate per 1,000 gallons metered water for usage between 1,001 and 10,000 gallons
\$ 1.50	Water rate per 1,000 gallons metered water for usage between 10,001 and 20,000 gallons
\$ 3.00	Water rate per 1,000 gallons metered water for usage between 20,001 and 30,000 gallons
\$ 4.00	Water rate per 1,000 gallons metered water for usage over 30,000 gallons

(2) Sewer

<u>Amount of Payment</u>	<u>Sewer Usage</u>
\$20.65	Per month per ESFC [as determined by the District]

B. Irrigation User. After a meter has been installed, water service will be provided to Public Spaces within the District and charged monthly in accordance with the following rate schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$5.00 (minimum) per ESFC	First 5,000 gals.
\$0.75 per 1,000 gals.	More than 5,000 gals.

Users shall also be billed monthly a fee per 1,000 gallons of water equal to 120% of the fee imposed on the District by the North Fort Bend Water Authority.

In order to promote conservation of the District's water supply, however, Public Space Users shall pay an increased rate to be set by the District if the District determines the Public Space User's water usage is excessive, inefficient, and/or wasteful. Users shall also be billed monthly a fee per 1,000 gallons of water equal to 120% of the fee imposed on the District by the North Fort Bend Water Authority.

C. Fire Protection Services: Commencing with the December 2007, billing cycle, the rate for fire protection services for residential properties shall be a flat monthly rate of \$9.62. The rate for fire protection services for nonresidential properties shall be a flat monthly rate of \$9.62 for each 2,000 square feet or part thereof of the building floor area for every "improved nonresidential property." These rates shall be in effect from December 1, 2006, until September 30, 2008. Beginning October 1, 2008, the fee shall be adjusted by the City of Richmond in accordance with the Fire Protection Agreement, as may be amended from time to time.

EXHIBIT "C"

STANDARD SANITARY SEWER USAGE RATES

CALCULATE VALUE BASED ON THE FOLLOWING DATA:

A)	Residential Development	
	Single Family Residential	315 GPD/Unit
	Townhouse/Patio/Cluster Homes	315 GPD/Unit
	Duplex/Triplex	315 GPD/Unit
	Fourplex	270 GPD/Unit
	Condominium	270 GPD/Unit
	Apartment with Washer/Dryer	270 GPD/Unit
B)	Institutional Development	
	Church	
	Auditorium	1 GPD/Seat
	Administration Building	15 GPD/Capita
	Day School Classroom	10 GPD/Capita
	School	
	Unspecified	15 GPD/Capita
	Elementary	10 GPD/Capita
	Day Care Center	10 GPD/Capita
	Residential	100 GPD/Capita
	Dormitory	90 GPD/Capita
	Hospital	200 GPD/Bed
	Nursing Home	90 GPD/Bed
	Prison	280 GPD/Capita
C)	Office Development	
	Office Building	0.10526 GPD/Square Feet
D)	Retail Development	
	Retail Store	0.07 GPD/Square Feet
E)	Restaurant Development	
	Average Full Service 10-12 Hours	35 GPD/Seat
	Twenty Four (24) Hour Full Service	50 GPD/Seat
	Tavern or Lounge (No Food Service)	10 GPD/Seat

	Soda Fountain	10 GPD/Seat
	Fast Food Paper Plate Service	10 GPD/Seat
	Monterey House	13 GPD/Seat
	Cafe	20 GPD/Seat
	Bakery	0.225 GPD/Square Feet
	Pizza Parlor	8 GPD/Seat
	Fast Food (No Seating)	0.07 GPD/Square Feet
F)	Coiffure Development	
	Beauty Shop	150 GPD/Shampoo Bowl
	Barber Shop	150 GPD/Shampoo Bowl
	Supercuts Barber Shop	77 GPD/Shampoo Bowl
G)	Cleaning Development	
	Washateria (Based on 50 G/Wash and 10 washes/day)	500 GPD/Machine
	Car Wash	
	Individual Bay, Self-service w/o reclaim (wand type)	300 GPD/Bay
	Individual Bay, Self-service with reclaim (wand type)	0 GPD/Bay
	Commercial w/o reclaim (tunnel type)	1200 GPD
	Commercial with reclaim (tunnel type)	0 GPD
H)	Recreational Development	
	Theatre	
	Indoor	5 GPD/Seat
	Drive-In	5 GPD/Space
	Skating Rink	5 GPD/Capita
	Bowling Alley	200 GPD/Lane
	Swimming Pool	5 GPD/Swimmer
	Stadium	3 GPD/Seat
	Country Club	100 GPD/Member and 25 GPD/Guest



	Health Club/Spa w/swimming pool and/or whirlpool	10GPD/Member/Day
	Health Club/Spa w/out swimming pool and/or whirlpool	5GPD/Member/Day
	Raquetball Club	160.25GPD/Court
I)	Service Station Development	
	Station with service (maximum of 1000 GPD if no car wash)	500 GPD/Island
	Self Service Station	0.07 GPD/Square Feet
J)	Hotel/Motel Development	
	Hotel/Motel (excluding restaurant)	79 GPD/Room
	Hotel/Motel (w/kitchenettes)	135 GPD/Room
K)	Industrial Development	
	Warehouse	0.03 GPD/Square Feet
	Factory w/shower	25 GPD/Capita
	Factory w/o shower	20 GPD/Capita
	Factory Residential	80 GPD/Capita
	Industrial Laundry	300 GPD/50 lbs.
	Clothes or	5000 GPD/Machine
	Manufacturing	0.05 GPD/Square Feet
L)	Transportation Terminal Development	
	Transportation Terminal (excluding restaurants)	5 GPD/Passenger
M)	Other	
	Film Processor	1260 GPD/Processor
	Fire Station	90 GPD/Capita
	Funeral Homes	675 GPD/Body
	Technicolor One Hour Photo Store	1000 GPD/Store
	Toilet	80 GPD/Toilet

EXHIBIT "D"  
Customer Service Inspection Certification

Name of PWS \_\_\_\_\_

PWS I.D. # \_\_\_\_\_

Location of Service \_\_\_\_\_

I, \_\_\_\_\_, upon inspection of the private plumbing facilities connected to the  
aforementioned public water supply do hereby certify that, to the best of my knowledge:

	Compliance	Non-Compliance
(1) No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	ف	ف
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	ف	ف
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	ف	ف
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	ف	ف
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	ف	ف
(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	ف	ف

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines:	Lead	ف	Copper	ف	PVC	ف	Other	ف
Solder:	Lead	ف	Lead Free	ف	Solvent Weld	ف	Other	ف

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Registration

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Expiration Date

## EXHIBIT "E"

### SERVICE AGREEMENT

- I. **PURPOSE.** The Fort Bend County Municipal Utility District No. 146 ("District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations.
  - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Fort Bend County Municipal Utility District No. 146 (the "District") and [NAME OF CUSTOMER] (the "Customer").

- A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's water system.
  - B. Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
  - C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
  - D. Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
  - E. Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
  - F. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.
- IV. **ENFORCEMENT.** If Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to Customer.

CUSTOMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**EXHIBIT "F"**  
**Backflow Prevention Assembly Test and Maintenance Report**

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the public water supplier for recordkeeping purposes.

**BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT**

NAME OF PWS: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

LOCATION OF SERVICE: \_\_\_\_\_

The backflow prevention assembly detailed below has been tested and maintained as required by TCEQ regulations and is certified to be operating within acceptable parameters.

ف Not needed at this address

**TYPE OF ASSEMBLY**

ف Reduced Pressure Principle

ف Pressure Vacuum Breaker

ف Double Check Valve

ف Atmosphere Vacuum Breaker

Manufacturer: \_\_\_\_\_

Size: \_\_\_\_\_

Model Number: \_\_\_\_\_

Located At: \_\_\_\_\_

Serial Number: \_\_\_\_\_

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid	_____ psid
Initial Test	DC - Closed Tight  ف RF _____ psid Leaked  ف	Closed Tight  ف Leaked  ف	Opened at _____ psid	Did Not Open  ف	Leaked  ف
Repairs and Materials Used					
Test After Repair	DC - Closed Tight  ف RF _____ psid Leaked  ف	Closed Tight  ف	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm name: \_\_\_\_\_

Certified Tester: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Cert. Tester No.: \_\_\_\_\_

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

## Exhibit B

### ENVIRONMENTAL INSURANCE SPECIFICATIONS

Lamar Consolidated I.S.D. shall maintain, at its own cost and expense, environmental pollution insurance that satisfies the following requirements:

1. The environmental pollution insurance shall be a pollution legal liability select policy or other environmental pollution insurance policy in full compliance with the insurance specifications set forth herein (the "Mandatory Insurance"). The Mandatory Insurance shall provide coverage, with limits of not less than \$1,000,000 (ONE MILLION DOLLARS) annual aggregate limit on a claims made basis for the following: (i) Lamar Consolidated I.S.D.'s own pollution cleanup costs (including, but not limited to, any costs or expenses for the investigation of, removal of, remediation of, or the rendering nonhazardous or less hazardous of, any environmental pollution conditions (whether pre-existing or new) resulting from the discharge, dispersal, release, or escape of Lamar Consolidated I.S.D.'s pollutants into the environment or into the sewage treatment system of the District (the "Pollution Cleanup Costs"); (ii) any Pollution Cleanup Costs incurred by the District; (iii) any Pollution Cleanup Costs incurred by any governmental entity if Lamar Consolidated I.S.D. or the District fails to perform any necessary cleanup; (iv) any property damage to tangible property of the District including, but not limited to, the District sewage treatment system; (v) any costs for restoring the District's sewage treatment system after cleanup of the pollution or restoring any property or environment damaged by the pollution or the pollution cleanup including, but not limited to, any soils, surface water, groundwater or vegetation; (vi) any business interruption losses incurred by the District as a result of the pollution or pollution cleanup; (vii) any legal expense or defense costs that may be incurred by the District; (viii) any third-party claims against Lamar Consolidated I.S.D. or the District for the cleanup of pollution conditions; (ix) any third-party claims against Lamar Consolidated I.S.D. or the District for bodily injury resulting from the pollution conditions; and (x) any third-party claims for property damage resulting from the pollution conditions against Lamar Consolidated I.S.D. or the District. Voluntary cleanups by Lamar Consolidated I.S.D. or the District shall be specifically covered under the Mandatory Insurance. The Mandatory Insurance shall allow Lamar Consolidated I.S.D. and the District to self-report pollution and recover cleanup costs either or both may incur after reporting the pollution voluntarily. Exclusions shall not be written that remove or limit the coverage intended by this paragraph.
2. The District shall be named as an additional insured with waiver of subrogation rights on all insurance coverage provided by Lamar Consolidated I.S.D. except where the District may decline same in advance and in writing.

3. The Mandatory Insurance shall be maintained without a reduction in or narrowing of coverage during the period the District provides services under this Contract and for at least 2 years following the termination of services provided under this Contract. The Mandatory Insurance shall provide coverage for the acts and omissions of Lamar Consolidated I.S.D. and its agents, employees, contractors and subcontractors. The Mandatory Insurance shall be endorsed to require that the District be provided with thirty (30) days advance written notice of cancellation, reduction, change or renewal of each such policy. Proof of insurance satisfactory to the District, the additional insured endorsement, the waiver of subrogation endorsement and the notice of cancellation endorsement, shall be provided by Lamar Consolidated I.S.D. at execution of this Contract and attached to and made a part of this Contract.
4. The Mandatory Insurance shall provide that the District shall not be subject to the "other insurance" condition or other policy terms which conflict with this Contract. It is the intent of this Contract that the Mandatory Insurance, including the District' interest as an additional insured, shall be primary insurance and not contributory with other insurance which the District may have in effect.
5. The Mandatory Insurance shall be provided by financially responsible insurance carriers licensed to do business in the State of Texas and rated by AMBest Rating Service as A- or better.
6. Lamar Consolidated I.S.D.'s failure to maintain the Mandatory Insurance shall be a basis for termination of services to be provided by the District under this Contract.

**CONSIDER APPROVAL OF UTILITY EASEMENT  
AT JOE HUBENAK ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve the utility easement for the Joe Hubenak Elementary School campus.

**IMPACT/RATIONALE:**

The Fort Bend Municipal Utility District No. 133 is requesting this easement to provide utilities to the expansion of the Lakes of Bella Terra Subdivision behind the Hubenak Elementary School campus. This will be a 7 foot easement running across the north property line for 620.25 feet. Fort Bend MUD #133 provides water and waste water to Joe Hubenak Elementary School. This utility easement will allow Fort Bend MUD to provide utilities to the new expansion section of The Lakes of Bella Terra Subdivision.

**PROGRAM DESCRIPTION:**

Upon approval Fort Bend Municipal Utility District No. 133 will be granted a seven (7) foot utility easement along the northern property line on the Joe Hubenak Elementary School campus.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**UTILITY EASEMENT  
(0.100 Acre)**

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

THE STATE OF TEXAS           §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

THAT LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 133, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of utility lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.100 of one acre, more particularly described and shown on Exhibit A attached hereto and made a part hereof for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that in connection with such restoration activities, Grantee, its successors or assigns, shall not be obligated to replace or restore any trees, overhanging limbs, undergrowth, brush, shrubbery, improvements and other natural and non-

natural obstructions that interfere with Grantee's use of the Easement Tract for the purposes set forth herein.

Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor, and Grantor's successors and assigns, shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, surface improvements or other obstructions, whether temporary or permanent, or plant or locate any trees or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee, its successors or assigns, at the expense of Grantor, its successors and assigns, shall have the right to prevent or remove such obstruction without obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of the rights in the Easement and use of the Easement Tract for the purposes set forth herein.

Except for the express written terms and provisions set forth in this instrument, Grantor acknowledges and agrees that neither Grantee, nor any of its agents or representatives, has made any representations, agreements, inducements or statements

to Grantor to induce Grantor into granting the Easement or executing this instrument. This instrument constitutes the entire agreement between Grantor and Grantee, and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

TO HAVE AND TO HOLD the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance in any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

*[Signature pages follow this page.]*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

**LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT**

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

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

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

THE STATE OF TEXAS           §

§

COUNTY OF FORT BEND.       §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)

THIS EASEMENT IS ACKNOWLEDGED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Grantee.

**FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 133**

By: \_\_\_\_\_  
Richard L. Foster  
President, Board of Directors

ATTEST:

(SEAL)

\_\_\_\_\_  
Donald W. Roberts  
Secretary, Board of Directors

THE STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_                    §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2012, by Richard L. Foster, as President, and Donald W. Roberts, as Secretary, of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 133, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**Attachment:**  
**Exhibit A** - Legal description and sketch of the Easement Tract

**After recording,** return to Yvonne Onak, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION**  
**7-FOOT WIDE UTILITY EASEMENT**  
**4,343 SQUARE FEET**  
**FORT BEND COUNTY, TEXAS**  
April 10, 2012

All that certain 4,343 square foot (0.100 of one acre) parcel of land situated in the Walton, Hill and Walton "A" Survey, Abstract Number 435, Fort Bend County, Texas, being out of and a part of Restricted Reserve "A", in Block 1, of LAMAR CISD ELEMENTARY SCHOOL NO. 21, a Subdivision as shown on the Plat thereof recorded in Plat Number 20090026 of the Fort Bend County Plat Records (F.B.C.P.R.), said Restricted Reserve "A" also being a called 13.000 acre tract of land as described in a conveyance to Lamar Consolidated Independent School District by a Special Warranty Deed recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2008064616, and being more particularly described by metes and bounds as follows: (All bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204)

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the northeast corner of Rancho Bella Parkway (90-foot wide right-of-way (R.O.W.)) as dedicated by instrument recorded in Plat Number 20090008 of the F.B.C.P.R. and being in an interior line of a residue of a called 490.7800 acre tract of land as described in a conveyance to L.O.B. Limited Partnership by a Correction Special Warranty Deed recorded under F.B.C.C.F. Number 2005083650 for the northwest corner of said Restricted Reserve "A" and the herein described parcel;

**THENCE**, South 75 Degrees 19 Minutes 59 Seconds East, along the north line of said Restricted Reserve "A", a distance of 620.40 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found in the west line of an existing 14-foot wide utility easement as described by a Deed recorded under F.B.C.C.F. Number 2011068436 at an interior corner of a residue of said 490.7800 acre tract for the northeast corner of said Restricted Reserve "A" and the herein described parcel;

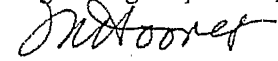
**THENCE**, South 10 Degrees 05 Minutes 07 Seconds West, along the east line of said Restricted Reserve "A" and along the west line of said existing utility easement, a distance of 7.00 feet to the southwest corner of said existing utility easement at the southeast corner of the herein described parcel;

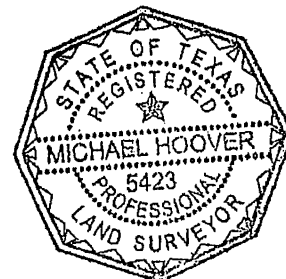
**THENCE**, North 81 Degrees 27 Minutes 25 Seconds West, a distance of 0.19 feet to an angle point;

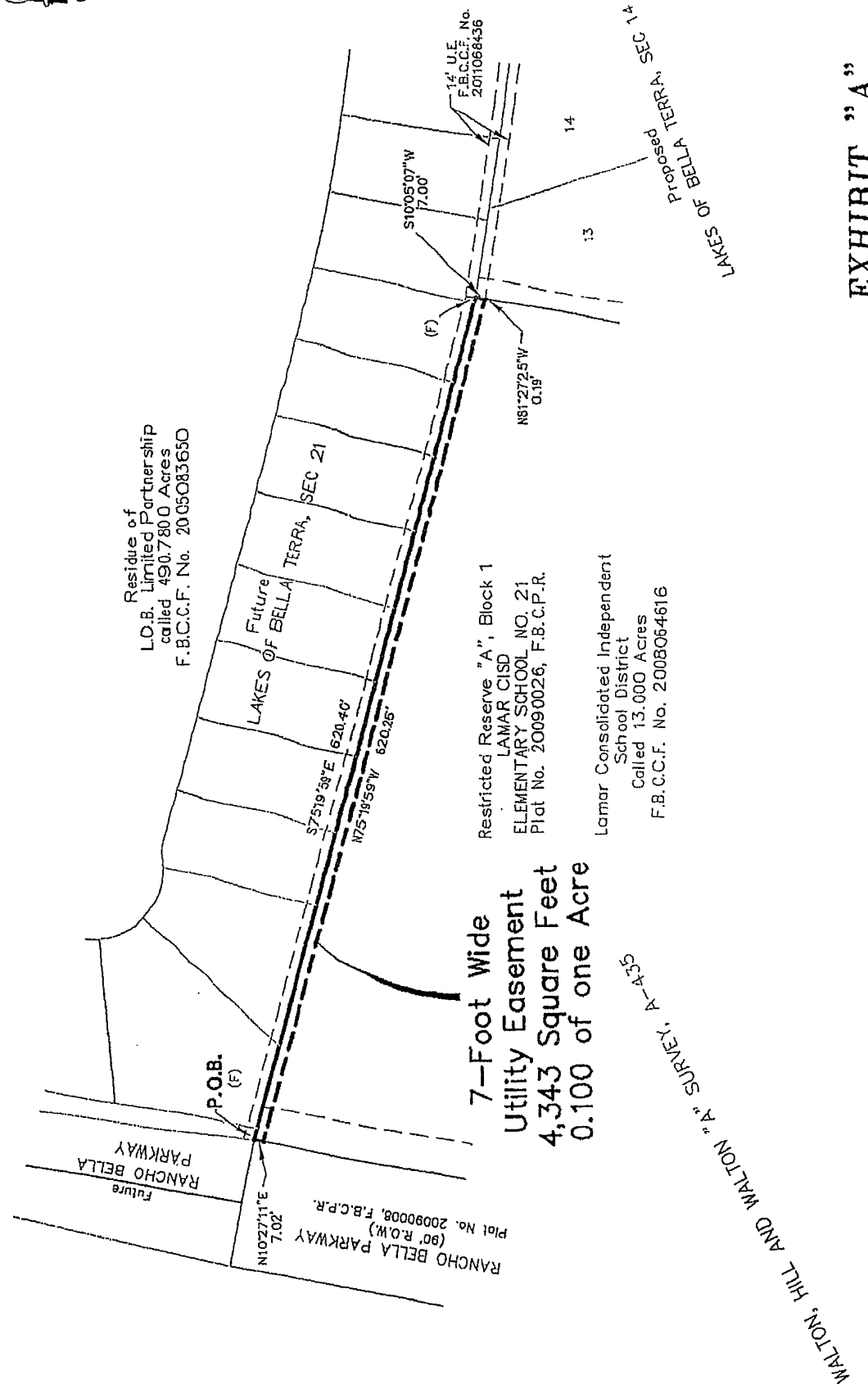
**THENCE**, North 75 Degrees 19 Minutes 59 Seconds West, a distance of 620.26 feet to a point in the east R.O.W. line of said Rancho Bella Parkway at the southwest corner of the herein described parcel;

**THENCE**, North 10 Degrees 27 Minutes 11 Seconds East, along said east R.O.W. line, a distance of 7.02 feet to the **POINT OF BEGINNING** and containing a computed area of 4,343 square feet (0.100 of one acre) of land.

This description is based on a survey made on the ground of the property described and is issued in conjunction with an exhibit map entitled "EXHIBIT "A", (Page 2 of 2 Pages)" prepared by Benchmark Engineering Corporation, Job No. 04044.

  
Michael Hoover, R.P.L.S.  
Texas Registration Number 5423






Residue of  
L.D.B. Limited Partnership  
called 490.7800 Acres  
F.B.C.C.F. No. 2005083650

**7-Foot Wide  
Utility Easement  
4,343 Square Feet  
0.100 of one Acre**

WALTON, HILL AND WALTON "A" SURVEY, A-435

**EXHIBIT "A"**  
**(Page 2 of 2 Pages)**

 **Benchmark Engineering Corporation**  
Consulting Engineers - Planners - Surveyors  
2401 Fountainview Suite 500  
Houston, Texas 77057 U.S.A. (713)266-9930  
Scale: 1"=100' Date: 4/10/12 Job No. 04044

(F) - Indicates a 5/8" iron rod with plastic cap stamped 'BENCHMARK ENGR' found.

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT  
TRANSFER REQUESTS TO BOWIE, RAY, AND TRAVIS ELEMENTARY SCHOOLS**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2012-2013 school year: Bowie, Ray, and Travis Elementary Schools. It is noted that the freeze on the intra-district/inter-district transfers would not include: (1) Students who are currently transferred into a school; (2) siblings of students currently transferred into a school; and (3) children of district employees. The exception being if the elementary level enrollment exceeds the 22-1 average capacity at individual grade levels that would require the hiring of additional staff. Principals would examine the number of transfer students. The transfer may have to be rescinded. In these cases, the parents would be notified immediately.

Resource Person: Laura Lyons, Executive Director of Elementary Education



**INFORMATION ITEM: 2013 GRADUATION**

LCISD high schools will hold their Graduation ceremonies on May 31 and June 1, 2013 at the Merrill Center in Katy. With the graduation of the first senior class at George Ranch High School, the District has moved to four ceremonies over a two day period. The Merrill Center has been reserved for a graduation ceremony on Friday, May 31, 2013 to begin at 7:30 p.m., and on Saturday, June 1, 2013, for ceremonies to begin at 10:00 a.m., 2:00 p.m., and 6:00 p.m.

Our regular rotation of ceremonies would have Terry High School first in 2013, followed by Lamar Consolidated High School, and Foster High School. With the addition of George Ranch High School, and the availability of a Friday night ceremony time, Administration proposes the following schedule for 2013 Graduation ceremonies:

Friday, May 31, 2013	7:30 PM - Terry High School
Saturday, June 1, 2013	10:00 AM - George Ranch High School
	2:00 PM - Lamar Consolidated High School
	6:00 PM - Foster High School

There are several reasons for this proposed order:

1. Allow Terry High School to remain the first ceremony for 2013
2. Allow George Ranch High School Pro-Grad committee most of Saturday to complete their preparations for their first Pro-Grad event
3. Order the graduation rotation so that there is a larger graduation class ceremony in between two smaller graduation class ceremonies should the need arise to return to one day ceremonies
4. Disrupt as few family plans as possible

Resource Person: Dr. Walter Bevers, Executive Director of Secondary Education

**INFORMATION ITEM: FIRST READING BOARD POLICIES**

Attached for review are local policies for first reading:

- CDA(LOCAL) Other Revenues: Investments
- GKD(LOCAL) Community Relations: Non-School Use of School Facilities
- GKDA(LOCAL) Community Relations: Non-School Use of School Facilities

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

Resource Person: Dr. Thomas Randle

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

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

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

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

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

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

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

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

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

**INTERNAL SERVICE FUNDS** Internal service funds are proprietary funds accounted for on the accrual basis.

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

Funds not covered by this policy are as follows:

**TEXAS TEACHER RETIREMENT FUND**

All employees of Lamar Consolidated Independent School District employed for one-half or more of the standard work load, and who are not exempted from membership under Texas Government Code, Title I, Subtitle C Section 822.002, are required to participate in the Teacher Retirement System of Texas (the "System"), a multiple-employer public employee retirement system ("PERS"). It is a cost-sharing PERS with one exception - all risks and costs are not shared by the District, but are the liability of the State of Texas, and as such, all investments are maintained by the Teacher Retirement System.

**OBJECTIVE**

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

**1. *Safety***

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities listed in this Investment Policy

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

- Pre-qualifying the financial institutions, broker/dealers, and advisors with which the District will do business in accordance with this Policy
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

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

**2. *Liquidity***

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

**3. *Yield***

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

- Liquidity needs of the portfolio require that the security be sold.

**FUND  
STRATEGIES**

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

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

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

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

1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

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

**PRUDENCE**

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

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

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

**ETHICS &  
CONFLICTS  
OF INTEREST**

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

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

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

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

- the officer or employee owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- funds received by the officer or employee from the business organization exceed 10 percent of his/her gross income for the previous year; or
- the officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account.
- the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

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

**AUTHORIZED  
INVESTMENTS**

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

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



OTHER REVENUES:  
INVESTMENTS

CDA  
(LOCAL)

investment quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

- ~~2.~~ Certificates of deposit ~~issued by a state or national bank domiciled in Texas, or a savings and loan association domiciled in~~ **or share certificates issued by a depository institution that has its main office or a branch office in** Texas that is guaranteed or insured by the FDIC or its successor **or the National Credit Union Share Insurance Fund or its successor** and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010* ~~In addition, certificates of deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with conditions prescribed in Gov't Code 2256.010(b).~~

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

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

**3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.**

**Gov't Code 2256.010(b)**

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by **a combination of cash and obligations of the United States or its agencies and instrumentalities, require the securities being purchased by the District or cash held by the District to be** are pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a bank domiciled in Texas. *Gov't Code 2256.011*

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

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

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money market mutual fund must mark its portfolio to the market daily and, to the extent reasonable possible, stabilize at \$1.00 net asset value. *Gov't Code 2256.016*

7. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District and held in the District's name with an approved third party. *Gov't Code 2256.015*

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

**AUTHORIZED  
BROKERS/  
DEALERS**

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

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

1. Audited financial statements
2. Proof of National Association of Security Dealers certification
3. Trading resolution
4. Proof of registration in the state of Texas
5. Completed broker/dealer questionnaire
6. Certification of having read the District's investment policy

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

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

**MONITORING  
MARKET PRICES**

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

**MONITORING  
RATING  
CHANGES**

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

**SELECTION OF  
DEPOSITORY**

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

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

**COMPETITIVE  
BIDDING**

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

- transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);

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- treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
- automatic overnight "sweep" transactions with the District Depository.

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

**COLLATERAL**

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

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

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**SAFEKEEPING  
& CUSTODY**

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

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

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

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

**MAXIMUM  
MATURITY**

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities

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maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board of Trustees before purchase.

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

**ARBITRAGE**

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

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

**BENCHMARK**

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the 2-Year U.S. Treasury Bill and the average Fed Funds rate.

**INTERNAL**

The investment portfolio, as well as compliance with this policy, shall

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**CONTROL**

be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.

**INVESTMENT  
COMMITTEE**

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

**QUALITY OF  
INVESTMENT  
MANAGEMENT**

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

**INVESTMENT  
TRAINING**

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

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



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

**REPORTING**

Investment performance shall be regularly monitored by investment staff and reported to the Board of Trustees. Month-end market prices on each security will be obtained by the Budget and Treasury Officer from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

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

- describe in detail the investment position of the District on the date of the report;
- be prepared jointly by all investment officers of the District;
- be signed by each investment officer of the District;
- **contain a summary statement for each pooled fund group that** states the beginning market value for the period, ~~additions and changes to the market value during the period,~~ and the ending market value for the period;
- state the book value and market value of each separately invested asset at the ~~beginning and~~ end of the reporting period by the type of asset and type of fund, and type of institution;
  - percent of portfolio by type of asset, fund, and institution will be provided
- state the maturity date of each separately invested asset that has a maturity date;
- state the account or fund or pooled fund group for which each individual investment was acquired; and

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- state the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this Policy and the Public Funds Investment Act.

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

**ANNUAL  
COMPLIANCE  
AUDIT**

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

**INVESTMENT  
POLICY  
APPROVAL**

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

## CURRENT

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

### ~~PUBLIC USE~~

~~School buildings and facilities are available to individuals and to civic, service, or church groups within the community during hours when a building is usually closed. The base fee must be paid at the time of application and in accordance with rates established by the Board. The following guidelines shall apply:~~

- ~~1. Community use of the buildings or the facilities shall not interfere with school activities.~~
- ~~2. Continuous rentals are allowed without undue hardship on a school or the District and may be terminated at any time for reasonable cause.~~
- ~~3. School facilities shall not be used for money raising projects except for school related groups or other organizations and associations formed for the improvement and betterment of the community.~~

~~[See CNB regarding non school use of District vehicles and FNAB regarding student group use of school facilities]~~

### APPROVAL OF USE

- ~~1. Applications for the use of school facilities shall be originated with the building principal or athletic director, as appropriate, and forwarded to the administrator for operations for final approval.~~
2. New buildings or new additions are not available for use until they have been accepted and occupied for school purposes.
- ~~3. Approval shall not be granted for any purpose that would damage school property or to groups that are known to have damaged other rented property.~~
- ~~4. After the application has been approved and signed by school officials and representatives of the organization, it becomes a contract with the applicant.~~
- ~~5. Any agreement for the use of facilities may be cancelled by the Superintendent in favor of school activities.~~

### SUPERVISION

- ~~6. Any organization or group using school facilities shall designate one adult member of its group as being in charge of and responsible for the program or activity.~~

### FEES FOR USE

7. Rental fees shall be for the period of time the facility is being

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

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utilized by the group/organization including set-up and take-down time if there is additional cost to the District.

~~8. The changes for the use of buildings and custodial services shall be the current schedule of rental fees and custodial charges.~~

9. The Use of cafeterias with kitchens shall require the employed services of a food service employee at an hourly rate.

10. Exemption of rental fees may be approved for civic and community groups on the basis of similar charges/conditions for similar organizations/purposes.

~~NO FEES~~

11. ~~Facility fees shall not apply when~~ school buildings are used as polling places for public elections, for precinct and county conventions, or for public meetings sponsored by state or local governmental agencies.

~~12. Facility fees shall not apply to meetings of employee organizations.~~

~~PRIORITIES~~

~~13. First priority for the use of school buildings shall be given to Schools and affiliates of the District and the buildings may be used without charge. Community groups such as Boy Scouts, Girl Scouts, 4-H Clubs, YMCA, etc. where only a limited area of the building is involved and no extra fees for custodial services required, shall be permitted to have such meetings without charge. When extra custodial service is required for such maps, the District shall collect a fee sufficient to pay the wages of same.~~

~~14. Preference in the use of buildings shall be given in the following order:~~

~~a. School activities.~~

~~b. School and support organizations.~~

~~c. Organizations sponsoring meetings, lectures and the like in the public interest.~~

~~d. Other organizations who wish to use the accommodations for private or semi-private gatherings.~~

~~NO REFRESHMENTS~~

15. No refreshments shall be allowed in the Herndon Auditorium or George Junior High School Forum, and the organization requesting the use of these facilities shall be held responsible.

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NONSCHOOL USE OF SCHOOL FACILITIES

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- SECURITY 16. The District may require a group/organization to employ supervisory and/or security personnel as deemed necessary by the District.
- USE OF THE AUDITORIUM AND NATATORIUM 17. ~~The~~ use of the District's auditoriums may require a light/sound crew as per the fee schedule.  
18. ~~The~~ use of the Natatorium shall require the employment of water safety personnel as deemed necessary by the District.
- REQUIRED CONDUCT ~~Organizations~~ using school facilities shall:  
1. Conduct their business in an orderly manner.  
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products on school property.  
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.  
~~All decorations used within the buildings must be as fire proof as possible and are subject to the approved of the school officials. No flame decorations or props shall be permitted, and no decorations shall be fastened to the walls or ceilings with nails, screws, scotch tape, wax, or other fasteners that will damage the finish of the wall.~~
- RELEASE OF LIABILITY Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property. ~~All groups using school facilities shall be responsible for the cost of damages incurred during their use.~~  
~~When damages occur to school facilities during building rental, groups that are responsible will be notified as soon as possible by certified mail of the damages and the cost of repair or replacement of damaged item(s).~~
- ~~DISTRIBUTION OF NONSCHOOL LITERATURE~~ ~~Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials over which the District does not exercise control shall not be sold, circulated, or distributed by persons or groups not associated with the school or a school support group on any school premises in the District without permission in accordance with this policy.~~

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

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~~The District's classrooms during the school day are provided for the limited purpose of delivering instruction to students in the courses and subjects in which they are enrolled. Hallways in school buildings are provided for the limited purpose of facilitating the movement of students between classes and allowing access to assigned lockers. Classrooms and hallways shall not be used for the distribution of any materials over which the school does not exercise control.~~

~~Each school campus shall designate an area where materials that have been approved for distribution, as provided below, may be made available or distributed to students or others in accordance with the time, place, and manner restrictions developed and approved by the campus principal. The Superintendent shall designate appropriate areas and determine appropriate time, place, and manner restrictions regarding distribution of non-school materials at District buildings other than school campuses.~~

**PRIOR REVIEW**

~~All written material over which the school does not exercise control and that is intended for distribution on District property shall be submitted for prior review according to the following procedures:~~

- ~~1. Materials shall be submitted to the Superintendent or designee for review.~~
- ~~2. To be considered for distribution, materials shall include the name of the organization or individual sponsoring the distribution.~~
- ~~3. Using the standards below at LIMITATIONS ON CONTENT the Superintendent or designee shall approve or reject submitted material within two school days of the time the material is received.~~
- ~~4. The requestor may appeal the decision of the Superintendent or designee to the Board in accordance with GF(LOCAL), beginning at the appropriate level.~~

~~Appropriate law enforcement officials may be called when a person refuses to follow the procedures for submitting materials and fails to leave the premises when asked. [See GKA]~~

**LIMITATIONS ON  
CONTENT**

~~Non-school materials shall not be distributed if:~~

- ~~1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.~~
- ~~2. The materials endorse actions endangering the health or safety of students.~~

- ~~3. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.~~
- ~~4. The materials contain defamatory statements about public figures or others.~~
- ~~5. The materials criticize Board members or school officials or advocate violation of school rules and fall within the standard described at LIMITATIONS ON EXPRESSION at FNAA-(LEGAL).~~
- ~~6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.~~
- ~~7. The materials include hate literature that scurrilously attacks ethnic, religious, or racial groups, and similar publications aimed at creating hostility and violence if they fall within the standard described at LIMITATIONS ON EXPRESSION at FNAA(LEGAL).~~

~~[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of non-school literature by students.]~~

**REVISED**

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

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**SCOPE OF USE**

**The District shall permit non-school use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.**

**Approval shall not be granted for any purpose that would damage school property or to any group that is known to have damaged District property or other rented property.**

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**Note:** **See the following policies for other information regarding facilities use:**

- **Use by employee professional organizations: DGA**
- **Use of facilities for school-sponsored and school related activities: FM**
- **Use by non-curriculum-related student groups: FNAB**
- **Use by District-affiliated school-support organizations: GE**

**NON-PROFIT  
FUNDRAISING**

**The District shall permit non-profit organizations to conduct fund-raising events on District property when these activities do not conflict with school use or with this policy.**

**FOR-PROFIT USE**

**The District shall not permit individuals or for-profit organizations to use its facilities for financial gain; however, the District shall permit private academic instruction, as well as public performances, recitals, or presentations so long as no admission fee is charged, when these activities do not conflict with school use or with this policy.**

**CAMPAIGN  
RELATED USE**

**Except to the extent a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering as those terms are used in state law.**



**SCHEDULING**

**Requests for non-school use of District facilities shall be considered in the following order:**

- 1. Academic and extracurricular activities sponsored by the District. [See FM]**
- 2. School and District support organizations.**
- 3. Organizations sponsoring educational meetings, lectures, performances and the like, so long as no admission fee is charged.**
- 4. All other organizations shall be considered on a first come, first served basis.**

**The Superintendent shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.**

APPROVAL OF USE

**The campus principal is authorized to give initial approval for use of facilities on a school campus. The athletic director is authorized to give initial approval for use of District athletic facilities. The administrator for operations is authorized to give final approval for use of all District facilities.**

**EXCEPTION**

**No approval shall be required for non-school related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled non-school purpose.**

**EMERGENCY  
USE**

**In case of emergencies or disasters, the Superintendent may authorize the use of school facilities by civil defense, health, or emergency service authorities.**

**FACILITIES NOT  
AVAILABALE**

New buildings or additions are not available for use until they have been accepted and occupied for school purposes.

**USE CAFETERIAS  
AND KITCHENS**

Use of cafeterias with kitchens shall require the employed services of a food service employee at an hourly rate.

USE OF AUDITORIUMS  
AND NATATORIUM

Use of the District's auditoriums may require a light/sound crew as per the fee schedule.

No refreshments shall be allowed in the Herndon Auditorium or

George Junior High School Forum. **Any** organization requesting use of these facilities shall be held responsible.

Use of the Natatorium shall require the employment of water safety personnel as deemed necessary by the District.

**USE AGREEMENT**

**Any organization or individual approved for a non-school use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the non-school use.**

**FEES FOR USE**

**Non-school users shall be charged a fee for the use of designated facilities.**

Rental fees shall be for the period of time the facility is being utilized by the group/organization including set-up and take-down time if there is additional cost to the District.

**The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security and technology services.**

**EXCEPTIONS**

**Fees shall not be charged for non-school uses when:**

- School buildings are used as polling places for public elections, for precinct and county conventions, or for public meetings sponsored by state or local governmental agencies.
- **Use is by District employee professional organizations. [See DGA]**
- **The primary participants are school aged children and only a limited area of the building is involved so that no extra fees for custodial services are required. When extra custodial service is required for such meetings, the District shall collect a fee sufficient to pay the wages of same.**

Exemption of rental fees may be approved for other civic and community groups on the basis of similar charges/conditions for similar organizations/purposes.

**SECURITY**

The District may require a group/organization to employ supervisory and/or security personnel as deemed necessary by the District.

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

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RELEASE OF LIABILITY      Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property.

REQUIRED CONDUCT      **Persons or groups** using school facilities shall:

- **Designate one adult member of the group to be in charge of and responsible for the program or activity.**
- Conduct business in an orderly manner.
- Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, firearms, and the use of tobacco products on school property. **[See GKA]**
- Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

**All groups using school facilities shall be responsible for the cost of repairing any damages incurred during the use and shall be required to indemnify the District for the cost of any such repairs.**

## ADDITION

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKDA  
(LOCAL)

### DISTRIBUTION OF NON-SCHOOL LITERATURE PERMITTED

Written or printed materials, hand bills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any non-school literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of non-school literature by students.]

### LIMITATIONS ON CONTENT

Non-school literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The material promotes illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the non-school literature would result in material and sub-

stantial interference with school activities or the rights of others.

**PRIOR REVIEW**

**All non-school literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the Superintendent for prior review in accordance with the following:**

- 1. Materials shall include the name of the person or organization sponsoring the distribution.**
- 2. Using the standards found in this policy at LIMITATIONS ON CONTENT, the Superintendent shall approve or reject submitted materials within two school days of the time the materials were received.**

**EXCEPTIONS TO PRIOR REVIEW**

**Prior review shall not be required for distribution of non-school literature in the following circumstances:**

- 1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;**
- 2. Distribution of materials by an attendee to other attendees at a community group meeting held in accordance with GKD(LOCAL) or a non-curriculum-related student group meeting held in accordance with FNAB(LOCAL); or**
- 3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law. [See BBB]**

**All non-school literature distributed under these exceptions shall be removed from District property immediately following the event at which materials were distributed.**

**Even when prior review is not required, all other provisions of this policy shall apply.**

**TIME, PLACE, AND MANNER RESTRICTIONS**

**Each campus principal shall designate times, locations, and means by which non-school literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.**

**The Superintendent shall designate times, locations, and means for distribution of non-school literature at District facilities other than school campuses, in accordance with this policy.**

**VIOLATIONS OF  
POLICY**

**Failure to comply with this policy regarding distribution of non-school literature shall result in appropriate administrative action, including, but not limited to confiscation of non-conforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKAK]**

**APPEALS**

**Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]**

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF JUNE 30, 2012)**

- Exhibit "A" gives the LCISD collections made during the month of June 30, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2011 through June 30, 2012.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2011-12 roll as compared to prior years. Through June 30, 2012, Lamar had collected 98.3% of the 2011-12 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2011-2012.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD  
Tax Collections  
June 2012**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
11	\$ 655,131.99	\$ 90,953.42	\$ 17,050.74	\$ 763,136.15	\$ 480,750.74	\$ 83,794.11	\$ 174,381.25	\$ 24,210.05
10	\$ 151,427.41	\$ 15,880.07	\$ 13,551.31	\$ 180,858.79	\$ 113,197.46	\$ 25,422.01	\$ 38,229.95	\$ 4,009.37
09	\$ 131,096.90	\$ 5,040.82	\$ 3,321.40	\$ 139,459.12	\$ 103,207.59	\$ 7,345.56	\$ 27,889.31	\$ 1,016.66
08	\$ 106,358.45	\$ 1,890.07	\$ 1,099.43	\$ 109,347.95	\$ 83,649.18	\$ 2,607.56	\$ 22,709.27	\$ 381.94
07	\$ 82,735.00	\$ 1,533.67	\$ 744.39	\$ 85,013.06	\$ 63,768.52	\$ 1,931.29	\$ 18,966.48	\$ 346.77
06	\$ 41,223.53	\$ 789.00	\$ 337.35	\$ 42,349.88	\$ 35,427.78	\$ 1,015.60	\$ 5,795.75	\$ 110.75
05	\$ 695.76	\$ 568.45	\$ 252.84	\$ 1,517.05	\$ 602.66	\$ 744.40	\$ 93.10	\$ 76.89
04	\$ 310.65	\$ 250.84	\$ 112.30	\$ 673.79	\$ 274.49	\$ 333.95	\$ 36.16	\$ 29.19
03	\$ 288.76	\$ 242.69	\$ 83.87	\$ 615.32	\$ 257.86	\$ 299.92	\$ 30.90	\$ 26.64
02	\$ 950.09	\$ 1,147.40	\$ 314.62	\$ 2,412.11	\$ 896.81	\$ 1,397.59	\$ 53.28	\$ 64.43
01	\$ 783.07	\$ 1,026.84	\$ 271.49	\$ 2,081.40	\$ 739.35	\$ 1,240.62	\$ 43.72	\$ 57.71
00	\$ 465.97	\$ 664.31	\$ 169.54	\$ 1,299.82	\$ 414.84	\$ 760.95	\$ 51.13	\$ 72.90
99	\$ 1,146.73	\$ 1,552.98	\$ 404.96	\$ 3,104.67	\$ 1,084.69	\$ 1,862.14	\$ 62.04	\$ 95.80
98	\$ 900.00	\$ 1,341.00	\$ 336.15	\$ 2,577.15	\$ 851.73	\$ 1,596.79	\$ 48.27	\$ 80.36
97	\$ 693.25	\$ 1,241.07	\$ 290.15	\$ 2,224.47	\$ 640.92	\$ 1,437.56	\$ 52.33	\$ 93.66
96	\$ 1,104.54	\$ 2,101.25	\$ 480.87	\$ 3,686.66	\$ 1,033.36	\$ 2,446.80	\$ 71.18	\$ 135.32
95	\$ 643.53	\$ 1,298.46	\$ 289.56	\$ 2,231.55	\$ 610.26	\$ 1,520.89	\$ 33.27	\$ 67.13
94	\$ 514.52	\$ 1,109.41	\$ 241.29	\$ 1,865.22	\$ 487.86	\$ 1,293.21	\$ 26.66	\$ 57.49
93	\$ 680.06	\$ 1,563.20	\$ 336.50	\$ 2,579.76	\$ 649.74	\$ 1,830.01	\$ 30.32	\$ 69.69
92	\$ 933.36	\$ 2,220.00	\$ 473.00	\$ 3,626.36	\$ 914.88	\$ 2,649.07	\$ 18.48	\$ 43.93
91	\$ 1,125.62	\$ 2,746.45	\$ 560.09	\$ 4,432.16	\$ 1,095.13	\$ 3,232.17	\$ 30.49	\$ 74.37
90	\$ 402.31	\$ 1,046.29	\$ 217.30	\$ 1,665.90	\$ 378.39	\$ 1,201.62	\$ 23.92	\$ 61.97
89	\$ 406.87	\$ 1,108.05	\$ 227.24	\$ 1,742.16	\$ 340.57	\$ 1,154.72	\$ 66.30	\$ 180.57
88 & prior	\$ 248.52	\$ 698.34	\$ 142.03	\$ 1,088.89	\$ 202.60	\$ 711.33	\$ 45.92	\$ 129.04
<b>Totals</b>	<b>\$ 1,180,266.89</b>	<b>\$ 138,014.08</b>	<b>\$ 41,308.42</b>	<b>\$ 1,359,589.39</b>	<b>\$ 891,477.41</b>	<b>\$ 147,829.87</b>	<b>\$ 288,789.48</b>	<b>\$ 31,492.63</b>



**Lamar Consolidated ISD**  
**Tax Collections**  
**September 1, 2011-August 31, 2012**  
**(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 6-30-12
11	\$ 132,226,942.56	\$ 5,440,321.62	\$ 137,667,264.18	\$ 135,380,545.50	\$ 568,637.23	\$ 76,752.31	\$ 136,025,935.04	\$ 2,286,718.68
10	\$ 1,709,271.04	\$ 62,984.92	\$ 1,772,255.96	\$ 988,197.20	\$ 208,607.26	\$ 213,303.21	\$ 1,410,107.67	\$ 784,058.76
09	\$ 832,887.31	\$ 113,409.52	\$ 946,296.83	\$ 389,495.71	\$ 91,938.99	\$ 64,136.40	\$ 545,571.10	\$ 556,801.12
08	\$ 481,526.15	\$ 121,339.70	\$ 602,865.85	\$ 233,302.49	\$ 42,081.31	\$ 24,283.30	\$ 299,667.10	\$ 369,563.36
07	\$ 342,288.30	\$ 110,772.48	\$ 453,060.78	\$ 153,266.58	\$ 19,905.80	\$ 9,494.17	\$ 182,666.55	\$ 299,794.20
06	\$ 272,649.57	\$ 74,379.28	\$ 347,028.85	\$ 109,427.38	\$ 12,522.38	\$ 4,706.59	\$ 126,656.35	\$ 237,601.47
05	\$ 249,944.89	\$ 2,741.43	\$ 252,686.32	\$ 33,541.34	\$ 10,181.30	\$ 3,919.11	\$ 47,641.75	\$ 219,144.98
04	\$ 164,187.60	\$ (2,449.75)	\$ 161,737.85	\$ 25,868.01	\$ 8,823.34	\$ 3,319.12	\$ 38,010.47	\$ 135,869.84
03	\$ 138,396.99	\$ (3,171.31)	\$ 135,225.68	\$ 11,100.97	\$ 7,263.97	\$ 1,867.15	\$ 20,232.09	\$ 124,124.71
02	\$ 120,166.26	\$ (3,112.07)	\$ 117,054.19	\$ 6,639.59	\$ 4,833.65	\$ 1,261.46	\$ 12,734.70	\$ 110,414.60
01	\$ 110,698.67	\$ (17,768.28)	\$ 92,930.39	\$ 6,518.87	\$ 5,844.47	\$ 1,502.17	\$ 13,865.51	\$ 86,411.52
00	\$ 105,343.99	\$ (27,923.34)	\$ 77,420.65	\$ 2,898.78	\$ 4,075.14	\$ 1,047.41	\$ 8,021.33	\$ 74,521.87
99	\$ 88,754.79	\$ (13,880.72)	\$ 74,874.07	\$ 3,742.26	\$ 5,508.79	\$ 1,380.71	\$ 10,631.76	\$ 71,131.81
98	\$ 76,029.84	\$ (13,777.18)	\$ 62,252.66	\$ 2,833.83	\$ 4,466.62	\$ 1,093.42	\$ 8,393.87	\$ 59,418.83
97	\$ 59,059.59	\$ (3,598.39)	\$ 55,461.20	\$ 1,485.73	\$ 2,531.11	\$ 594.66	\$ 4,611.50	\$ 53,975.47
96	\$ 59,195.77	\$ (2,785.26)	\$ 56,410.51	\$ 4,234.74	\$ 7,995.77	\$ 1,834.58	\$ 14,065.09	\$ 52,175.77
95	\$ 45,570.81	\$ (1,585.52)	\$ 43,985.29	\$ 2,663.48	\$ 5,245.85	\$ 1,185.71	\$ 9,095.04	\$ 41,321.81
94	\$ 36,115.39	\$ (1,585.52)	\$ 34,529.87	\$ 1,719.57	\$ 3,563.22	\$ 779.78	\$ 6,062.57	\$ 32,810.30
93	\$ 33,957.74	\$ (1,203.94)	\$ 32,753.80	\$ 1,793.91	\$ 3,997.01	\$ 868.63	\$ 6,659.55	\$ 30,959.89
92	\$ 31,726.55	\$ (928.52)	\$ 30,798.03	\$ 2,183.50	\$ 5,005.22	\$ 1,078.29	\$ 8,267.01	\$ 28,614.53
91	\$ 30,258.77	\$ (19,026.19)	\$ 11,232.58	\$ 2,020.44	\$ 4,880.31	\$ 1,008.51	\$ 7,909.26	\$ 9,212.14
90	\$ 22,822.04	\$ (44,165.37)	\$ (21,343.33)	\$ 1,109.65	\$ 2,802.85	\$ 581.20	\$ 4,493.70	\$ (22,452.98)
89	\$ 44,731.29	\$ (6,219.50)	\$ 38,511.79	\$ 1,410.51	\$ 3,528.45	\$ 730.54	\$ 5,669.50	\$ 37,101.28
88 & prior	\$ 8,152.40		\$ 8,152.40	\$ 1,589.47	\$ 4,060.93	\$ 822.07	\$ 6,472.47	\$ 6,562.93
<b>Totals</b>	<b>\$137,290,678.31</b>	<b>\$5,762,768.09</b>	<b>\$143,053,446.40</b>	<b>\$137,367,589.51</b>	<b>\$1,038,300.97</b>	<b>\$417,550.50</b>	<b>\$138,823,440.98</b>	<b>\$5,685,856.89</b>

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

<b>MONTH</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>	<b>2003-04</b>	<b>2002-03</b>	<b>2001-02</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%	0.2%
<b>NOV</b>	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%	4.3%
<b>DEC</b>	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%	22.8%
<b>JAN</b>	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%	60.0%
<b>FEB</b>	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%	92.5%
<b>MAR</b>	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%	93.8%
<b>APR</b>	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%	94.9%
<b>MAY</b>	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%	95.6%
<b>JUNE</b>	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%	96.2%
<b>JULY</b>		98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%	96.9%
<b>AUG</b>		98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%	97.3%	97.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2011-12 TAX COLLECTIONS  
AS OF JUNE 30, 2012**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 6-30-12</b>	<b>% OF BUDGET COLLECTED</b>
2011	2011-12	\$135,480,515	\$135,380,546	99.93%
2010 & Prior	2010-11 & Prior	\$2,950,000	\$1,987,044	67.36%
<b>TOTAL</b>		<b>\$138,430,515</b>	<b>\$137,367,590</b>	<b>99.23%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF JUNE 30, 2012**

SCHOOL YEAR TAX YEAR	2006-07 2006	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 107,330,019	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943
1 Collections	\$ 104,997,277	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	135,380,546
Adj. To Roll	\$ (388,332)	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,440,322
2 Collections	\$ 1,285,841	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	988,197	
Adj. To Roll	\$ 54,079	\$ 27,409	\$ (65,264)	\$ (117,676)	62,985	
3 Collections	\$ 406,776	\$ 267,371	\$ 248,471	\$ 389,496		
Adj. To Roll	\$ 110,409	\$ 21,693	\$ 96	\$ 113,410		
4 Collections	\$ 131,250	\$ 136,983	\$ 233,302			
Adj. To Roll	\$ 15,723	\$ 54,869	\$ 121,340			
5 Collections	\$ 106,810	\$ 153,267				
Adj. To Roll	\$ 78,704	\$ 110,772				
6 Collections	\$ 109,427					
Adj. To Roll	\$ 74,379					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 107,037,380	\$ 110,556,564	\$ 125,137,757	\$ 129,893,053	\$ 133,074,217	\$ 135,380,546
<b>ADJUSTED TAX ROLL</b>	\$ 107,274,982	\$ 110,856,359	\$ 125,507,320	\$ 130,449,854	\$ 133,858,275	\$ 137,667,264
<b>BALANCE TO BE COLLECTED</b>	\$ 237,602	\$ 299,794	\$ 369,563	\$ 556,801	\$ 784,058	\$ 2,286,719
<b>ADJ. TAXABLE VALUE</b>	\$ 6,931,475,580	\$ 8,542,855,051	\$ 9,671,893,061	\$ 10,052,776,501	\$ 9,809,700,991	\$ 9,903,763,475
<b>TOTAL % COLLECTIONS AS OF JUNE 30, 2012</b>	99.8%	99.7%	99.7%	99.6%	99.4%	98.3%
<b>TAX RATE</b>	\$ 1.54765	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Charlie Kalkomey Surveying (Adolphus Elem #22)	Application # 1	\$	<b>10,500.00</b>
Drymalla Construction (Adolphus Elem #22)	Application # 2	\$	<b>628,531.40</b>
Drymalla Construction (George Ranch HS Build Out)	Application # 1	\$	<b>89,357.00</b>
Drymalla Construction (Polly Ryon Middle)	Application # 2	\$	<b>595,641.45</b>
Gilbane (2011 Bond Program)	Application # 1	\$	<b>62,497.00</b>
Gilbane (2011 Bond Program)	Application # 2	\$	<b>65,415.00</b>
Gilbane (2011 Bond Program)	Application # 3	\$	<b>46,097.00</b>
Hartfiel Architecture (Lamar HS – Tennis Courts)	Application # 4	\$	<b>97.50</b>
Hartfiel Architecture (Lamar JHS – Tennis Courts)	Application # 4	\$	<b>65.00</b>
PBK Architects (George Ranch HS Build Out)	Application # 1	\$	<b>5,807.50</b>
PBK Architects (Adolphus Elem #22 – Phase 1 – Reim)	Application # 11	\$	<b>372.19</b>
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 1	\$	<b>18,605.83</b>
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 2	\$	<b>3,721.17</b>

PBK Architects (Natatorium)	Application # 18	\$	<b>89.67</b>
PBK Architects (Polly Ryon Middle –Phase 1 – Reimbursables)	Application # 9	\$	<b>276.63</b>
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 2	\$	<b>6,169.67</b>
RDLR Architects (Misc. Campuses)	Application # 5	\$	<b>1,948.75</b>
Terracon (Adolphus Elem #22)	Application # 2	\$	<b>9,735.00</b>
Terracon (Polly Ryon Middle)	Application # 2	\$	<b>12,525.00</b>
Winning Way Services (George Ranch HS Build Out)	Application # 1	\$	<b>675.00</b>

Resource person: Kevin McKeever, Administrator for Operations

**INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE**

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

**Work Request Summary for June, 2012:**

- The Department completed 1,176 requests with 42 new requests
- 38 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Prepping and painting the wall in the clinic at Navarro Middle
- Repairing the wall in room 209 at Navarro Middle
- Repairing a shelf at Campbell Elementary
- Replacing floor tiles at Dickinson Elementary
- Delivering new parts for the starting blocks at the Natatorium
- Repairing and staining backpack racks at Jane Long Elementary
- Replacing the trim on the bookcases at Lamar Junior High
- Assembling nine tables and eleven carts at Smith Elementary
- Replacing broken floor tiles in the cafeteria at Meyer Elementary
- Hanging an oak literature rack and picture at Brazos Crossing
- Repairing a natural gas piping leak at Bowie Elementary
- Repairing a leak in the natural gas piping at Alternative Learning Center
- Completing the retrofitting of light fixtures at the AG Barn
- Repairing the intercom bell system at Huggins Elementary
- Adjusting the intercom speaker volume at George Ranch High
- Repairing the threshold at the kitchen back door at Travis Elementary
- Repairing the fire alarm system pre alarm and smoke detector at Thomas Elementary
- Replacing a fire alarm system smoke detector at Foster High
- Replacing broken door glass at Frost Elementary
- Re-nailing the tin on the restroom roof at Terry High Football Field
- Dismantling risers and delivering them to storage at George Ranch High
- Constructing shelves with a rod for book bags in the library closet at Travis Elementary
- Installing a new pencil sharpener in room H-103 at Lamar High
- Repainting a wall in room H-103 at Lamar High
- Removing a white board in room 2119 for a SmartBoard to be installed at Foster High
- Repairing a natural gas leak at 1621 Place
- Repairing a natural gas leak at Food Service
- Adding electrical receptacles and a time clock on lighting in inventory area at Maintenance and Operations

- Adding electrical receptacles in the athletics area at Reading Junior High
- Repairing the intercom system at Terry High
- Resetting the intercom system at Velasquez Elementary
- Repairing the hallway locker doors at Briscoe Junior High
- Replacing fire alarm system backup batteries at George Ranch High
- Replacing a smoke detector at Foster High
- Scheduling annual fire alarm inspections at district facilities
- Scheduling annual fire sprinkler inspections at district facilities
- Scheduling gas pressure testing at district facilities
- Coordinating facility painting projects for Alternative Learning Center, Meyer Elementary, Taylor Ray Elementary, Maintenance, Warehouse, and Transportation

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

The Operations Department assisted by:

- Mowing district-wide
- Trimming trees district-wide
- Repairing irrigation systems
- Weed control at Brazos Crossing, Wessendorff Middle, George JH, and all high schools
- Providing rodent control at Smith, Lamar High, and Beasley
- Assisting in scheduling Gillen's Pest Control services at: Austin, Beasley, Bowie, Briscoe JH, Campbell, Dickinson, Band Road, Frost, George Ranch HS, Jackson, Pink, Reading JH, Seguin, Velasquez, and Wertheimer Middle
- Percentage of the summer cleaning process complete:
  - Cleaning walls: 15%
  - Scrubbing all VCT floors: 15%
  - Scrubbing all ceramic tile floors: 15%
  - Shampooing all carpets including read around carpets and various teachers personal carpets: 15%
  - Cleaning all teachers & student desks, tables, chairs, cabinets etc.: 15%
  - Power washing entrances and exits of buildings: 15%
  - Power washing dumpster areas: 10%
- Removing toys from Seguin Elementary playground
- Delivering tables and chairs to Foster High for a job fair
- Opening the high schools for dance recitals
- Opening Powell Point for a church banquet
- Opening Reading JH for Tae Kwando testing

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





## Lamar CISD 2011 Bond Program Monthly Report



July 2012

### 2006 Bond Program Projects

#### Transportation Satellite Facility



Transportation Satellite

- Substantial completion was issued for the buildings April 30, 2012.
- The contractor completed the FM-1093 to Bois d'Arc connector on April 11, 2012.
- The contractor completed the connection for the secondary drive and FM-1093.
- The secondary drive was substantially complete June 30, 2012.
- Ft. Bend Fire Marshal walked the site and building May 9, 2012 and approved occupancy.
- Projected close-out for the Satellite Transportation is August 2012.
- LCISD continues delivery of FF & E items for the office areas and maintenance building.
- The City of Fulshear will start the annexation process for the substantially complete portion of the site over the next 60 days.

#### Natatorium Phase I Renovations

- Projected close-out is August 2012.

### 2011 Bond Program Projects

#### Adolphus Elementary



Adolphus Elementary School

- The sixth project meeting was held on July 03, 2012 on-site and attended by Gilbane, PBK, and Drymalla.
- The final plat was signed-off by Ft. Bend County on June 5, 2012.
- 70% percent of the electronic submittals have been approved and the general contractor continues to forward submittals to the design team for review and approval.
- The concrete slab on grade is completed in Areas C, E, and D.
- Placement of the storm lines continues.
- Drilling of piers, pier caps, and grade beams in Area A are complete.
- Placement of manholes are complete.
- CenterPoint coordinated the power pole and transformer locations.
- Drilling for sight light poles continues.
- Fire line rough-in installation is complete.
- Staff and visitor approach are being prepared for concrete.
- Irrigation sleeves are installed.
- Stabilization of paving areas is complete.
- Paving areas are being set up with steel and expansion materials in preparation for concrete placement.
- Out-fall is 100% complete.

## **2011 Bond Program Projects**

### **Polly Ryon Middle School**



Polly Ryon Middle School

- Site work and grading continues onsite and at connection to Reading JHS campus.
- Layout and drilling of piers is complete in all areas.
- Installation of grade beams continues in areas A and B.
- Storm sewer installation is complete. Installation of other underground utilities continues.
- Water tie-in to Reading JHS 12" main is complete.
- Sanitary mains and manhole rough-in are complete.
- Electrical rough-in is complete for areas A and B and has started in areas C and D.
- Installation of the underground duct bank has started.
- Plumbing rough-in is complete in areas A & B and continues in areas C and D.
- Irrigation sleeves are installed.
- Excavation for widening of bus drive is complete.
- Excavation for driveway connections to Junior High is complete
- Stabilization of concrete paving areas continues.
- Drilling for site lighting poles has started.
- TxDOT has issued a permit for the widening of the bus drive connecting to FM 762.

### **George Ranch High School Build-Out**



GRHS Build-Out

- Electrical rough-in is complete in all areas. Electrical wiring continues.
- Drywall is approximately 98% complete in all areas.
- Tape and float is complete in areas L1, L2, and N1 and 90% complete in N2.
- Plumbing rough-in in area N2 is 97% complete.
- Ductwork installation continues in all areas.
- Wall insulation and inspection are complete in all areas.
- Fire sprinkler heads are being installed.
- Vinyl wall covering is 90% complete in areas L1, L2, and N1.
- Ceiling grid wire is complete in all areas.
- Ceiling grid is installed in areas L1, L2, and N2.
- Data wire installation is complete.
- Smart board cabling is complete.
- Classroom casework is installed
- VAV boxes are installed and scheduled for startup next week.
- VCT and base installation has started in areas L1, L2, and N1.
- Fixtures are being installed in areas L1, L2, and N1.

## **Bond Program Budget**

<b>EXECUTIVE REPORT</b>				
	<b>BUDGET</b>	<b>COMMITTED</b>	<b>UNCOMMITTED</b>	<b>PAID</b>
NEW FACILITIES	51,095,100	25,438,593	25,656,507	1,019,296
LAND	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	-	21,168,000	-
TRANSPORTATION	6,100,779	-	6,100,779	-
EXISTING FACILITIES	23,791,755	1,206,705	22,585,050	6,483
MISCELLANEOUS	5,144,367	-	5,144,367	-
<b>TOTAL</b>	<b>110,000,000</b>	<b>26,656,498</b>	<b>83,343,503</b>	<b>1,036,979</b>