

A banner with a light blue background and a yellow sun graphic on the left. The text 'Regular Board Meeting' is written in a large, bold, red, italicized font. The background features a repeating pattern of 'Lamar CISD' in a smaller, blue, sans-serif font.

# *Regular Board Meeting*

Lamar Consolidated Independent School District  
Board of Trustees  
Thursday, August 16, 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  
AUGUST 16, 2012  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
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  - A. Meetings and events
7. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
  - C. Introductions
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- 1. Adequate Yearly Progress Report 178
- 11. **CLOSED SESSION**
  - A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)
    - 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 181
      - a. Approval of personnel recommendations or employment of professional personnel
      - b. Employment of professional personnel (Information) 182
      - c. Employee resignations and retirements 192
    - 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.

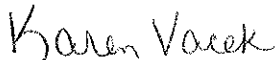
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 10th day of August 2012 at 3:30 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 17<sup>th</sup> day of July 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 7:02 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
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. Texas State Solo & Ensemble Contest UIL Outstanding Performers**

Recognized were Terry High School students, Carolyn Castillo and Eric Gonzales, and Lamar Consolidated High School student, Mengjia Liu.

**4. AUDIENCE TO PATRONS**

None

**5. APPROVAL OF MINUTES OF JUNE 19, 2012 REGULAR BOARD MEETING**

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve the minutes of the June 19, 2012 Regular Board Meeting. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

□ **Meetings and Events**

Ms. Mendoza reported on the Policy Committee meeting which was held today. The Committee is requesting that the Board approve Updates 93 and 94 on first reading at this meeting because Update 94 must be approved by August 1, 2012.

Mr. Hopkins reported on the Facilities Committee meeting. All projects are on schedule at this time. The Committee will set up a few dates to visit the transportation facility which has been completed in the Fulshear area.

Mr. Richard reported the Finance Committee met today and the results will be shared when the Chief Financial Officer discusses the budget and the proposals for administration to consider at the meeting tonight.

**7. SUPERINTENDENT REPORTS**

□ **Meetings and Events**

□ **Information for Immediate Attention**

□ **Introductions**

Dr. Bowen introduced Dr. Margaret Patton, principal at Wessendorff Middle School.

**8. PUBLIC HEARING ON INTERNET SAFETY POLICY**

The public hearing was opened at 7:10 p.m. Mr. David Jacobson, Chief Technology Information Officer, presented information on the Internet Safety policy. The meeting was opened to the public for discussion. There being no discussion, the hearing closed at 7:14 p.m.

**ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1—9. A-4, 9. B-1 – 9. B-2, 9. B-4—9.B-6, 9. B-9—9.B-15, and 9. B-18—9. B-19**

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

**9. A GOAL: INSTRUCTIONAL**

**9. A-1 Approval of Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center**

approved the Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2012—2013 school year. (See inserted pages 22-A—22-G.)

**9. A-2 Approval of Interagency Program Agreement between Lamar CISD and Richmond State Supported Living Center (RSSLC)**

approved the Interagency Program Agreement attached between Richmond State Supported Living Center (RSSLC) and Lamar CISD for the 2012—2013 school year. (See inserted pages 22-H—22-O.)

**9. A-3 Approval of Secondary Curriculum At-a-Glance for Career and Technical Education**

approved the secondary curriculum at-a-glance documents for Career and Technical Education.

**9. A-4 Approval to Purchase Resource for Elementary Science Curriculum**

approved the purchase of AIMS digital resource to align with the new science curriculum.

**9. B GOAL: PLANNING**

**9. B-1 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**9. B-2 Approval of Budget Amendment Requests**

approved budget amendment requests as attached. (See inserted page 22-P.)



**9. B-4 Approval of General Merchandise Vendors**

approved 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.

**9. B-5 Approval of Classroom Instructional Materials and Supplies**

approved 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.

**9. B-6 Approval of Proposal for Portable Building Relocation and Setup**

approved Cherry House Moving for the relocation of portable buildings and setup as needed.

**9. B-9 Approval of Donations to the District, including, but not limited to:**

- a. Austin Elementary**
- b. Dickinson Elementary**
- c. Smith Elementary School**

approved donations to the district.

**9. B-10 Approval of Naming New School**

changed the name of John Arredondo Elementary (Elementary #23) to John M. Arredondo Elementary.

**9. B-11 Approval of TEA Consortium Commitment**

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

**9. B-12 Approval of Board Policies**

- a. Localized Policy Manual Update 93**
- b. Localized Policy Manual Update 94**

approved 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. (See inserted pages 23-A—23-W.)

**9. B-13 Approval of Memorandum of Understanding with William Smith, Sr. , Tri-County Child Development Council, Inc. and Fort Bend County**

approved 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. (See inserted pages 23-X—23-AA.)

**9. B-14 Approval of Agreement for Lamar CISD Workers' Compensation Third Part Administration Program**

approved renewal of Tristar Risk Management as the District's Third Party Administration (TPA) for the self-funded workers' compensation program for the 2012—2015 school years.

**9. B-15 Approval of the Workers' Compensation Excess Carrier for Lamar CISD**

approved renewal of the District's Workers' Compensation Excess insurance with Safety National for the 2012—2013 with two one-year renewal options.

**9. B-18 Approval of Wastewater Contract between Lamar CISD and Fort Bend County MUD #146**

approved a wastewater contract with Fort Bend County Municipal Utility District No. 146 (MUD #146) for the new Judge James C. Adolphus Elementary School. (See inserted pages 24-A—24-PP.)

**9. B-19 Approval of Utility Easement at Joe Hubenak Elementary School**

approved the utility easement for the Joe Hubenak Elementary School campus. (See inserted pages 24-QQ—24-WW.)

**9. B-7 Approval of Purchase of Technology Vehicles**

It was moved by Mr. Hakimzadeh and seconded by Ms. Zacharias 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. The motion carried unanimously.

**9. B-8 Approval of Operation Services for District Water and Sewer Treatment Facilities**

It was moved by Mr. Hopkins and seconded by Mr. Hakimzadeh 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. The motion carried unanimously.

**9. B-16 Approval of Architect Contract for the New Natatorium**

It was moved by Mr. Hopkins and seconded by Ms. Zacharias that the Board of Trustees approve PBK Architects for the design of the new district Natatorium and allow the superintendent to begin contract negotiations. The motion carried unanimously.

**9. B-17 Approval of Architect Contract for the New Agriculture Facility**

It was moved by Ms. Thompson and seconded by Ms. Mendoza 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. The motion carried unanimously.

**9. B-3**            **Budget Update**

**a. 2012 – 2013 Budget Update**

Jill Ludwig, Chief Financial Officer, presented Budget Workshop #3 with the following agenda:

- 2012 – 2013 Budget Updates for:
  - General Fund
  - Debt Service Fund
  - Child Nutrition Fund

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

It was moved by Ms. Zacharias and seconded by Ms. Thompson that the Board of Trustees approve August 16, 2012 as the date for the public meeting to discuss budget and the proposed tax rate. The motion carried unanimously.

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

It was moved by Mr. Hopkins and seconded by Ms. Mendoza that the Board of Trustees approve the tax rate to be published in the newspaper in the Notice of Public Meeting to discuss budget and proposed tax rate:

- M & O: \$1.04005 per \$100 valuation
- I & S: \$0.35 per \$100 valuation
- Total Tax Rate: \$1.39005 (same as current rate)

The motion carried unanimously.

**10. INFORMATION ITEMS**

**10. A**            **GOAL: INSTRUCTIONAL**

**10. A-1**        **Freezing of New Intra-District/Inter-District Transfer Requests to Bowie, Ray, and Travis Elementary Schools**

**10. B**            **GOAL: PLANNING**

**10. B-1**        **2013 Graduation**

**10. B-2**        **Board Policies for First Reading**

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

**10. B-4**        **Payments for Construction Projects**

**10. B-5**        **Region 4 Maintenance and Operations Update**

**10. B-6**      **Bond Update**

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations or employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements
  - d. Consider employment of principal for Huggins Elementary School
  - e. Consider employment of Director of Student Support Services
  
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 7:40 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 7:55 p.m.

**EMPLOYMENT OF PERSONNEL**

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

**Employed**

Vyoral, Brooke	7/25/2012	Assistant Principal	Foster High School
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**Consider Employment of Principal for Huggins Elementary School**

It was moved by Ms. Zacharias and seconded by Ms. Mendoza that the Board of Trustees approve the recommendation of William Waddill for principal of Huggins Elementary School. The motion carried unanimously.

**Minutes of the Regular Board Meeting of July 17, 2012 – page 27**

**Consider Employment of Director of Student Support Services**

It was moved by Ms. Thompson and seconded by Mr. Hopkins that the Board of Trustees approve the employment of Judith Smith for the Director of Student Support Services. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

The meeting adjourned at 7:57 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 31<sup>st</sup> day of July 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

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

**Others Present:**

Thomas Randle	Superintendent
Laura Lyons	Executive Director of Elementary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

**3. AUDIENCE TO PATRONS**

None

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations or employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land 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

The Board adjourned to Closed Session at 6:32 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 6:44 p.m.

**EMPLOYMENT OF PERSONNEL**

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

**Employed**

Riley, Sean	TBD	Assistant Principal	Terry High School
Snook, Dave	TBD	Assistant Principal	Velasquez Elementary
Parker, Allison	TBD	College/Career Facilitator	Terry High School

**FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

The meeting adjourned at 6:45 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 THE 2012-2013 MEMORANDUM OF UNDERSTANDING  
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A  
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School in Rosenberg during the 2012-2013 school year.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

The Fort Bend County provides for the cost of the facility, drill instruction, a constable on site and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost effectively provided education and support services resulting in a high degree of success for students. Ninety-one (91) students were served during the 2011-2012 school year.

The agreement is attached for Board review.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

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

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

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

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

WHEREAS, the parties hereto desire to continue the JJAEP currently in existence; and

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

**SECTION I**  
**DEFINITIONS**

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

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

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

**SECTION II**  
**PURPOSE**

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

**SECTION III**  
**TERM**

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

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

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

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

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

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

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

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

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

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

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2012 to reserve a seat for the 2012-2013 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.
- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

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

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

**SECTION VIII  
ASSIGNMENTS**

8.01 This Agreement is not assignable by any party.

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

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

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

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

**SECTION X  
SEVERABILITY**

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

**SECTION XI  
SERVICES NOT PROVIDED FOR**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Judge R. H. "Sandy" Bielstein  
County Judge  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

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

Notice to NISD shall be delivered to:

Mr. Curtis Rhodes  
Superintendent  
P.O. Box 412  
Needville, TX 77461

Notice to KISD shall be delivered to:

Mr. Alton Frailey  
Superintendent  
6301 South Stadium Lane  
Katy, TX 77494

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

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

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

**FORT BEND COUNTY**  
**JUVENILE PROBATION BOARD**

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

Judge R. H. "Sandy" Bielstein, Chairman

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

**LAMAR CONSOLIDATED INDEPENDENT**  
**SCHOOL DISTRICT**

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

Dr. Thomas Randle, Superintendent

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

APPROVED AS TO FORM AND SUBSTANCE:

**NEEDVILLE INDEPENDENT SCHOOL**  
**DISTRICT**

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

Curtis Rhodes, Superintendent

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

**KATY INDEPENDENT SCHOOL DISTRICT**

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

Alton Frailey, Superintendent

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

**CONSIDER APPROVAL OF THE 2012-2013 AGREEMENT FOR EDUCATIONAL  
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding (MOU) for education services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2012-2013 school year.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 425 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that commit a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 14-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. Since it has worked well, the recommended agreement for the 2012-2013 school year is the same as the current one. It is attached for Board review.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

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

**AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION**

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

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

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

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

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

**SECTION I**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.01 The term of this Agreement shall commence in August 2012, and end in June 2013, unless sooner terminated as provided in this Agreement.

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

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

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

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

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

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

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

D. Educational Diagnosticians

E. (Instructional Specialists) Program Supervisors

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

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

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

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

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

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

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

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

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

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

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

- A. Student's Probation Officer
- B. Detention Superintendent
- C. Assistant Chief Juvenile Probation Officer
- D. Chief Juvenile Probation Officer

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

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

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

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

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

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

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

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

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

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

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

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

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



**SECTION VII**  
**ASSIGNMENTS**

7.01 This Agreement is not assignable by any party.

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

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

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

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

**SECTION IX**  
**SEVERABILITY**

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

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

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

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

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

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

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

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

**SECTION XIII**  
**NOTICE**

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

R. H. "Sandy" Bielstein  
County Judge  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

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

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

**FORT BEND COUNTY  
JUVENILE PROBATION BOARD**

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

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

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

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

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

**CONSIDER APPROVAL FOR RENEWAL OF AN OPTIONAL FLEXIBLE SCHOOL  
DAY PROGRAM**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

The OFSDP program (Operation Graduation Night School) offers flexible hours and days of attendance for students in grades 9-12 who are at risk of not graduating. The goal of the program is to target students who are unable to attend school in a traditional setting. Students from any high school in the district may apply for enrollment. During the 2011-2012 school year, ninety-six students were served with twenty nine graduating (compared to twelve graduates last year).

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

**BACKGROUND INFORMATION:**

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

Submitted by: Dr. Walter Bevers, Executive Director for Secondary Education  
Brian Moore, Director of Research and Accountability

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Texas Education Agency



## APPLICATION

### Optional Flexible School Day Program (OFSDP)

\_\_\_\_\_ School Year

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

## Definition of Program Provisions

### Eligible Students

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

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

and

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

### Assessment

The student must take the appropriate Texas Assessment of Knowledge and Skills (TAKS) tests specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

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

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 1,080 hours per 12-month period.

### Public Hearings

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

## Continuation or Revocation of Program Authorization

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

## Reporting Requirements

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

# Provisions of Agreement

## Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

---

(Legal Name of School District or Open-Enrollment Charter School)

located at

---

(Physical Address)

hereinafter referred to as "district."

## Article II - Period of Agreement

The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning \_\_\_\_\_ (Month, Day, Year) and ending \_\_\_\_\_ (Month, Day, Year).

Please note that the agreement term is subject to annual renewal.

## Article III - Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

## Article IV - Reporting Requirements

The district will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Public Hearings
- Appendix Three, Narrative Description of Proposed Program
- Appendix Four, Contact Sheet
- Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an Early College High School Program designation

## Article VI - Application Process

For questions or assistance regarding this application, please contact Kim Wall by telephone at (512) 463-4809 or by email at [kim.wall@tea.state.tx.us](mailto:kim.wall@tea.state.tx.us). Submit the completed application to:

Texas Education Agency  
Attn: School Finance – OFSDP  
1701 North Congress Avenue  
Austin, TX 78701-1494





## Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

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

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

and

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

The district agrees:

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

AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.

---

Name, Title, and Telephone Number of School Board President

---

Signature of School Board President

Date

---

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

---

Signature of Person Authorized to Bind the District or Charter School

Date

## Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

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

**The pre-application public hearing was conducted on:**

Month:

---

Day:

---

Year:

---

Time:

---

Location:

---

NOTE: The applicant will be required to include a copy of the posting of this public hearing in the final progress report.

**AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.**

---

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

---

Signature of Person Authorized to Bind the District

Date

## Appendix Three Narrative Description of Proposed Program

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

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

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

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

## Appendix Four Contact Sheet

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

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

### District Contact for the Application

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

Contact Name:	
Email Address :	

Contact Name:	
Email Address :	

Contact Name:	
Email Address :	

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

## **Appendix Three: Narrative Description of Proposed Program**

### **Program Goals:**

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

### **Proposed Instructional Schedule:**

This program expands 16-21 Place (the District's current Alternative Educational Program) with the inclusion of an evening component (from 4:30 p.m. to 8:30 p.m. Monday through Thursday evenings) and a Saturday component (from 8:00 a.m. to 12:00 noon) during the district's current instructional calendar and summer school instructional periods. Student schedules are customized to best meet individual needs -- thus affording students the ability to attend a traditional five day schedule or a modified schedule that meets their home or work demands.

### **Staff Positions and Resources Pledged:**

- One administrator (20 hours per week @ \$35 per hour)
- A minimum of four teaching positions (20 hours per week @ \$25 per hour)
- One counselor (16 hours per week @ \$25 per hour)
- One paraprofessional (20 hours per week @ \$13 per hour or overtime, as appropriate)
- Curriculum resources, technology, and miscellaneous supply needs

### **Qualification Standards:**

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

### **Local Procedures for Identification:**

Students will be identified and referred by high school campuses as at-risk of not graduating within their four or five year cohorts. Additionally, students returning to school to complete their high school diploma program will be referred to the program. Once identified and referred, students will complete application for acceptance into the program.

### **Process for Obtaining Consent for Participation:**

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

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

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

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

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

### **Criteria for Evaluation of the Program:**

The program will consistently evaluate the current status of students entered in the program, and identify progress in the participants graduation plans, coursework completion, attendance, discipline, and other standard measures as defined by the District. The program will provide the Agency, Superintendent of Schools, and the Board of Trustees a bi-annual report of the program's progress within nine weeks of the end of the fall and spring semesters.



**CONSIDER RESOLUTION ADOPTING GUIDELINES FOR CITIZEN PROPOSALS  
AND COMMENT IN REDISTRICTING PROCESS**

**RECOMMENDATION:**

That the Board of Trustees approve a resolution adopting guidelines to be followed by persons submitting redistricting proposals and comments in connection with the 2012 redistricting process.

**IMPACT/RATIONALE:**

Federal and state laws require the District to redraw boundaries for trustee election districts to address population shifts that cause population imbalances amongst election districts and to ensure equal representation amongst single member districts. The District intends to invite public participation in the redistricting process.

**PROGRAM DESCRIPTION:**

The proposed resolution provides for the adoption of guidelines that will allow for the orderly consideration of proposals and comments submitted by citizens in connection with the redistricting process.

Submitted by: Richard Morris, Board Counsel

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**BOARD RESOLUTION**

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

**GUIDELINES FOR PERSONS SUBMITTING  
SPECIFIC REDISTRICTING PROPOSALS  
AND PROVIDING COMMENTS**

WHEREAS, the Lamar Consolidated Independent School District Board of Trustees (“Lamar CISD” or “District”) has certain responsibilities for redistricting under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution, U.S.C.A. (West 2006) and the Voting Rights Act, 42 U.S.C.A. § 1973 c (West 2010); Article 5, Section 18 of the Texas Constitution (Vernon 2007); and Tex. Gov’t Code Ann. §§ 2058.001 and 2058.002 (Vernon 2008); and

WHEREAS, it is necessary to provide for the orderly consideration and evaluation of redistricting plans which may come before the District; and

WHEREAS, these guidelines relate to persons who have specific redistricting plans they wish the District to consider; and

WHEREAS, the District welcomes any comments relevant to the redistricting process.

NOW, THEREFORE, BE IT RESOLVED, that in order to make sure that any plan that might be submitted is of maximum assistance to the District in its decision making process, the District hereby sets the following guidelines to be followed by each person submitting a redistricting plan for consideration:

1. Proposed plans must be submitted in writing and be legible. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The District wants to be sure that all proposals are fully and accurately considered.
2. Any plan must show the total population and voting age population for Blacks, Hispanics, Asians, and Anglo/other for each proposed district based on the 2010 Census Data. If a plan is submitted without a population breakdown, the District may not have sufficient information to give it full consideration.
3. Plans should redistrict the entire District. The District, of course, will be considering the effect of any plan on the entire District. Also, the District is

subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, the District will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a plan does not redistrict the entire District, it may be impossible for the District to assess its impact on one or more protected minority groups.

- 4. Plans should conform to the criteria the District will be using in drawing the districts.
- 5. Comments must be submitted in writing and be legible, even if the person also makes the comments orally at a public hearing.
- 6. Persons providing comments and those submitting proposed plans must identify themselves by full name and home address and provide a phone number and, if available, an email address. The District may wish to follow up on such comments or obtain additional information about submitted plans.
- 7. All comments and proposed plans must be submitted to the District’s Board of Trustees by the close of the public hearing.

BE IT SO ORDERED.

Adopted on this \_\_\_\_ day of \_\_\_\_\_, 2012.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

By: \_\_\_\_\_  
Michael Richard  
President of the Board

ATTEST:

\_\_\_\_\_  
Julie Thompson  
Board Secretary

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RESOLUTION ADOPTING CRITERIA  
FOR 2012 REDISTRICTING PROCESS

WHEREAS, the Lamar Consolidated Independent School District Board of Trustees (“Lamar Consolidated ISD” or “District”) has certain responsibilities for redistricting under federal and state law including but not limited to the 14th and 15th Amendments to the United States Constitution; the Voting Rights Act, 42 U.S.C.A. § 1973; Article 5, Section 18 of the Texas Constitution; and Tex. Gov’t Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, on review of census data for 2010, it appears that a population imbalance exists requiring redistricting of Lamar Consolidated ISD’s election districts; and

WHEREAS, it is the intent of the District to comply with the Voting Rights Act and with all other relevant law; and

WHEREAS, established redistricting criteria will serve to guide the District in its consideration of proposed redistricting plans.

NOW, THEREFORE, BE IT RESOLVED that the Lamar Consolidated Independent School District, in its adoption of a redistricting plan for trustee districts, will adhere to the following criteria to the greatest extent possible when drawing district boundaries:

1. Where possible, easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, where possible, and attempts should be made to avoid splitting neighborhoods.
3. To the extent possible, districts should be composed of whole voting precincts.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution, any districting plan should, to the extent possible, be based on existing districts.
5. Districts must be configured so that they are relatively equal in total population according to the 2010 federal census. In no event should the total deviation between the largest and the smallest district exceed ten percent.
6. The districts should be compact and composed of contiguous territory. Compactness may contain a functional, as well as a geographical dimension.
7. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.

8. The plan should be narrowly tailored to avoid retrogression in the position of racial minorities and language minorities as defined in the Voting Rights Act with respect to their effective exercise of the electoral franchise.
9. The plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting so as to create liability under section 2 of the Voting Rights Act, 42 U.S.C. § 1973.

The District will review all plans in light of the foregoing criteria. Any plan submitted to the District by a citizen for its consideration must show the full number of election districts and must redistrict for the entire District. The District may decline to consider any plan that is not a complete plan.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the District's Board of Trustees should conform to these criteria.

BE IT SO ORDERED.

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT BOARD OF TRUSTEES

By: \_\_\_\_\_  
Michael Richard  
President of the Board

ATTEST:

\_\_\_\_\_  
Julie Thompson  
Board Secretary

**CONSIDER ADOPTION OF 2012-13 BUDGETS**

**RECOMMENDATION:**

That the Board of Trustees consider adoption of the 2012-13 General Operating, Food Service, and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$183,734,523.*
Food Service Fund	\$ 12,667,500.
Debt Service Fund	\$ 41,892,178.

\*Amount subject to change as final calculations are ongoing.

**IMPACT/RATIONALE:**

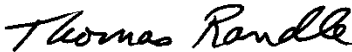
The budgets will be presented at the Public Hearing of August 16, 2012. Budget approval is requested at the function level instead of the line item or object level.

**PROGRAM DESCRIPTION:**

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER ADOPTION, BY ORDINANCE, THE 2012 TAX RATE  
FOR THE 2012-13 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees consider adoption, by ordinance, the 2012 tax rate.

**IMPACT/RATIONALE:**

A tax rate of \$1.39005 (per \$100 valuation) is needed to fund the 2012-13 General Fund and Debt Service Fund budgets that are being presented to the Board of Trustees on August 16, 2012. This rate is the same as the current 2011 tax rate.

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

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**ORDINANCE SETTING TAX RATE**

**FOR THE TAX YEAR 2012 (SCHOOL YEAR 2012-13)**

Date: August 16, 2012

On this day, we, the Board of Trustees of the Lamar Consolidated Independent School District, hereby levy or set the tax rate for the District for the tax year 2012 at a total tax rate of \$1.39005 per \$100 valuation, to be assessed and collected by the duly specified assessor and collector as follows:

\$1.04005 for the purpose of maintenance and operations, and

\$0.35000 for the purpose of payment of principal, interest, and related costs on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

IN CERTIFICATION THEREOF:

Signed: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Seal:



**CONSIDER APPROVAL OF 2012 TAX YEAR APPRAISAL ROLL  
AND NEW PROPERTY VALUE**

**RECOMMENDATION:**

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

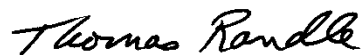
2012 Tax Year Value of New Property  
2012 Tax Year Certified Appraisal Roll Totals

**PROGRAM DESCRIPTION:**

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

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



## COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

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

(281) 341-3710  
Fax (281) 341-9267  
Email: schulpat@co.fort-bend.tx.us  
www.fortbendcountytax.com

### SUBMISSION OF 2012 TAX YEAR APPRAISAL ROLL AND NEW PROPERTY VALUE

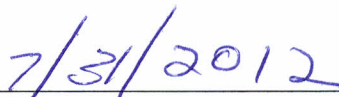
I, Patsy Schultz, Tax Assessor Collector for **Lamar Consolidated Independent School District**, submits the following information from the 2012 Certified Appraisal Roll for your review:

- Taxable Value of New Property is \$254,160,311
- Appraised Value of All Properties is \$13,095,016,614
- Taxable Value of All Properties is \$9,992,265,668

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



Patsy Schultz, RTA  
Fort Bend County Tax Assessor/Collector



Date



## FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd.  
Rosenberg, Texas 77471-5600

(281) 344-8623

### Appraisal Review Board Fort Bend County, Texas

#### Order Approving Appraisal Records

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

It is therefore ordered that the appraisal records as changed are approved and constitute the appraisal roll for the Fort Bend Central Appraisal District for the tax year 2012.

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

#### Total Value for S01 LAMAR CISD

Total Assessed Value	<u>\$10,926,237,335</u>
Total Net Taxable Value	<u>\$9,992,265,668</u>

Signed this 24th day of July, 2012

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Thomas DeMont  
Appraisal Review Board Chairman  
Fort Bend County, Texas

---

James Stephenson  
Appraisal Review Board Acting Secretary  
Fort Bend County, Texas



## Fort Bend Central Appraisal District

2801 B.F. Terry Boulevard  
Rosenberg, Texas 77471-5600  
Phone: (281) 344-8623

**The State of Texas**  
**County of Fort Bend**

### **Certification Statement:**

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

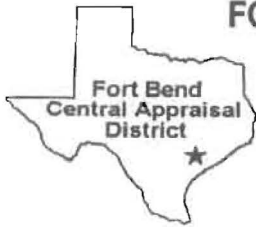
The value of all property in S01 LAMAR CISD

as shown by the certified appraisal roll for 2012, after being submitted to and approved by the appraisal review board is:

Total Assessed Value \$10,926,237,335

Witness my hand, this 24th day of July, 2012

Glen T. Whitehead  
Chief Appraiser



## FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd.  
Rosenberg, Texas 77471-5600

(281) 344-8623

### ***LIMITING CONDITIONS***

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

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

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





## Fort Bend Central Appraisal District

2801 B.F. Terry Boulevard  
 Rosenberg, Texas 77471-5600  
 Phone: (281) 344-8623

<u>Last Name</u>	<u>First, MI Name</u>	<u>Position</u>	<u>Appraisers</u>
Anders	Ralph D.	Commercial Supervisor	Ralph D. Anders
Brown	Henry C.	Appraiser	Henry C. Brown
Burnaman	Mary Catherin	Appraiser	Mary Catherin Burnaman
Chanthanark	Khek K.	Commercial Appr	Khek K. Chanthanark
Charles	Maria G.	Appraiser	Maria G. Charles
Cherwonogrodzky	Roman	Commercial Appr	Roman Cherwonogrodzky
Deluna	Ruben	Appraiser	Ruben Deluna
Doenges	Joseph R.	Appraisal Supervisor	Joseph R. Doenges
Faulkner	Robert J.	Commercial Appr	Robert J. Faulkner
Fling	Danny L.	Appraiser	Danny L. Fling
Fredrickson	Louis W.	Appraiser	Louis W. Fredrickson
Hand	Mark M.	Appraiser	Mark M. Hand
Haynes	Mary	Appraiser	Mary Haynes
Jamail	Helen M.	Appraiser	Helen M. Jamail
Johnson	Tracey C.	Appraiser	Tracey C. Johnson
Klein	Irene M.	Appraisal Supervisor	Irene M. Klein
Konesheck	William D.	Appraiser	William D. Konesheck
Koohzad	Assadallah	Appraiser	Assadallah Koohzad
Kruse	Ben A.	Land Appraiser	Ben A. Kruse
Lewis-Paris	LaJuan	Appraiser	LaJuan Lewis-Paris
Llanes	Elizabeth M.	Appraiser	Elizabeth M. Llanes
Macy	John F.	Appraiser	John F. Macy
Manley	Michael B.	Appraiser	Michael B. Manley
McDaniel	Aleida L.	Deputy Chief Appraiser	Aleida L. McDaniel
Moncrief	Georgia L.	Modeler	Georgia L. Moncrief
ODwyer	Barry P.	Commercial Appr	Barry P. ODwyer
Okhowat	Mehdi	Commercial Appr	Mehdi Okhowat
Perkins	Clarence	Appraiser	Clarence Perkins
Phillips	Donald W.	Appraiser	Donald W. Phillips
Ravi	Mala	Land Appraiser	Mala Ravi
Smith	Mark M.	Commercial Appr	Mark M. Smith
Strine	Tara B.	Appraiser	Tara B. Strine
Sury	Rodney J.	Appraiser	Rodney J. Sury
Tew	Richard A.	Commercial Appr	Richard A. Tew
Torres	Paul A.	Commercial Appr	Paul A. Torres
Walker	Greg	Appraiser	Greg Walker
Whitehead	Glen T.	Chief Appraiser	Glen T. Whitehead
Williams	Scott M.	Appraiser	Scott M. Williams



## FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd.  
Rosenberg, Texas 77471-5600

(281) 344-8623


### CERTIFICATION OF 2012 APPRAISAL ROLL

#### FOR S01 LAMAR CISD

"I", Glen T. Whitehead, Chief Appraiser for Fort Bend Central Appraisal District, solemnly swear that the attached is that portion of the approved appraisal roll of the Fort Bend Central Appraisal District which lists property taxable by S01 LAMAR CISD and constitutes the appraisal roll.

#### 2012 Appraisal Roll:

Total Appraised Value	<u>\$13,095,016,614</u>
Total Assessed Value	<u>\$10,926,237,335</u>
Total Taxable Value	<u>\$9,992,265,668</u>
Number Of Accounts	<u>69,612</u>

  
\_\_\_\_\_  
Glen T. Whitehead  
Chief Appraiser

July 24, 2012  
Date

\_\_\_\_\_  
Received By

\_\_\_\_\_  
Date



## Fort Bend Central Appraisal District

2801 B.F. Terry Boulevard  
Rosenberg, Texas 77471-5600  
Phone: (281) 344-8623

### Fort Bend County, Texas

## Chief Appraisers Reasonable Estimate of Value for Property Under Review as of 2012 Appraisal Roll Certification

On July 24, 2012, the Appraisal Review Board of Fort Bend County, Texas, met to approve the appraisal records for tax year 2012. At the time of certification 95.10% of the roll value was approved leaving 4.90% of the value still under review. Under Section 26.01 of the Texas Property Tax Code the chief appraiser must give a reasonable estimate of value for the properties still under review.

For S01 LAMAR CISD the districts full appraised value is as follows:

Market Value is \$510,672,434

Total Assessed Value is \$495,117,554

Taxable Value \$463,365,946

Freeze Adjustment Taxable \$432,540,777

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

Market Value is \$459,605,191

Total Assessed Value is \$445,605,798

Taxable Value \$417,029,351

Freeze Adjustment Taxable \$389,286,699

I, the undersigned, the duly selected chief appraiser of Fort Bend Central Appraisal District, do hereby certify this to be a reasonable estimate of value of the property still under protest for 2012.

Witness my hand, this 24th day of July, 2012.

Glen T. Whitehead  
Chief Appraiser

(Rev.Rev.9-2009/9) UNAPPROVED APPRAISAL RECORDS





# Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2012 As of: Certification

S01 - Lamar CISD (ARB Approved Totals)

Number of Properties: 69612

### Land Totals

Land - Homesite	(+)	\$1,395,549,940		
Land - Non Homesite	(+)	\$1,182,154,120		
Land - Ag Market	(+)	\$1,244,188,080		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
<b>Total Land Market Value</b>	<b>(=)</b>	<b>\$3,821,892,140</b>	<b>(+)</b>	<b>\$3,821,892,140</b>

### Improvement Totals

Improvements - Homesite	(+)	\$4,985,642,032		
Improvements - Non Homesite	(+)	\$2,961,199,413		
<b>Total Improvements</b>	<b>(=)</b>	<b>\$7,946,841,445</b>	<b>(+)</b>	<b>\$7,946,841,445</b>

### Other Totals

Personal Property (3501)		\$1,133,399,596	(+)	\$1,133,399,596
Minerals (3634)		\$160,745,310	(+)	\$160,745,310
Autos (1314)		\$32,138,123	(+)	\$32,138,123
<b>Total Market Value</b>	<b>(=)</b>	<b>\$13,095,016,614</b>		<b>\$13,095,016,614</b>
<b>Total Homestead Cap Adjustment (2653)</b>			(-)	<b>\$48,678,310</b>
<b>Total Exempt Property (5619)</b>			(-)	<b>\$910,868,869</b>

### Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$1,244,188,080		
Ag Use (3953)	(-)	\$34,955,980		
Timber Use (0)	(-)	\$0		
<b>Total Productivity Loss</b>	<b>(=)</b>	<b>\$1,209,232,100</b>	<b>(-)</b>	<b>\$1,209,232,100</b>
<b>Total Assessed</b>			<b>(=)</b>	<b>\$10,926,237,335</b>

### Exemptions

(HS Assd 5,149,049,942 )

(HS) Homestead Local (27661)	(+)	\$0		
(HS) Homestead State (27661)	(+)	\$403,570,824		
(O65) Over 65 Local (5542)	(+)	\$0		
(O65) Over 65 State (5542)	(+)	\$53,474,249		
(DP) Disabled Persons Local (635)	(+)	\$0		
(DP) Disabled Persons State (635)	(+)	\$5,895,478		
(DV) Disabled Vet (423)	(+)	\$3,912,184		
(DVX) Disabled Vet 100% (150)	(+)	\$22,940,244		
(PRO) Prorated Exempt Property (87)	(+)	\$1,611,775		
(HB366) House Bill 366 (691)	(+)	\$66,340		
(HT) Historical (5)	(+)	\$12,292,125		
(FP) Freeport (15)	(+)	\$26,590,740		
(CHD) Community Housing Development (2)	(+)	\$16,080,470		
(PC) Pollution Control (4)	(+)	\$359,202,480		
(AUTO) Lease Vehicles Ex (1160)	(+)	\$28,334,758		
<b>Total Exemptions</b>	<b>(=)</b>	<b>\$933,971,667</b>	<b>(-)</b>	<b>\$933,971,667</b>
<b>Net Taxable (Before Freeze)</b>			<b>(=)</b>	<b>\$9,992,265,668</b>

### \*\*\* O65 Freeze Totals

Freeze Assessed	\$889,828,816
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# Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2012 As of: Certification

Freeze Taxable	\$755,143,193		
Freeze Ceiling (5199)	\$7,958,788.65		
<b>GIS Transfer Totals</b>			
Transfer Assessed	\$11,409,800		
Transfer Taxable	\$9,936,006		
Post-Percent Taxable	\$7,890,208		
Transfer Adjustment (53)	\$2,045,799		
<b>Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)</b>		(=)	<b>\$9,235,076,676</b>

<b>** DP Freeze Totals</b>			
Freeze Assessed	\$78,246,495		
Freeze Taxable	\$58,821,597		
Freeze Ceiling (619)	\$752,216.11		

<b>** DP Transfer Totals</b>			
Transfer Assessed	\$669,710		
Transfer Taxable	\$594,710		
Post-Percent Taxable	\$478,689		
Transfer Adjustment (3)	\$116,021		
<b>Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)</b>		(=)	<b>\$9,176,339,058</b>



# Assessment Roll Grand Totals Report

FT BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2012 As of: Certification

S01 - Lamar CISD (Under ARB Review Totals)

Number of Properties: 3462

Land Totals			
Land - Homesite	(+)	\$76,537,610	
Land - Non Homesite	(+)	\$20,225,330	
Land - Ag Market	(+)	\$12,252,340	
Land - Timber Market	(+)	\$0	
Land - Exempt Ag/Timber Market	(+)	\$0	
<b>Total Land Market Value</b>	<b>(=)</b>	<b>\$109,015,280</b>	<b>(+) \$109,015,280</b>

Improvement Totals			
Improvements - Homesite	(+)	\$296,514,340	
Improvements - Non Homesite	(+)	\$13,001,740	
<b>Total Improvements</b>	<b>(=)</b>	<b>\$309,516,080</b>	<b>(+) \$309,516,080</b>

Other Totals			
Personal Property (855)		\$83,809,900	(+) \$83,809,900
Minerals (0)		\$0	(+) \$0
Autos (540)		\$8,331,174	(+) \$8,331,174
<b>Total Market Value</b>	<b>(=)</b>	<b>\$510,672,434</b>	<b>\$510,672,434</b>
<b>Total Homestead Cap Adjustment (290)</b>			(-) \$3,594,560
<b>Total Exempt Property (0)</b>			(-) \$0

Productivity Totals			
Total Productivity Market (Non Exempt)	(+)	\$12,252,340	
Ag Use (32)	(-)	\$292,020	
Timber Use (0)	(-)	\$0	
<b>Total Productivity Loss</b>	<b>(=)</b>	<b>\$11,960,320</b>	<b>(-) \$11,960,320</b>
<b>Total Assessed</b>			<b>(=) \$495,117,554</b>

Exemptions			
		(HS Assd	319,402,165 )
(HS) Homestead Local (1491)	(+)	\$0	
(HS) Homestead State (1491)	(+)	\$22,250,210	
(O65) Over 65 Local (193)	(+)	\$0	
(O65) Over 65 State (193)	(+)	\$1,923,700	
(DP) Disabled Persons Local (25)	(+)	\$0	
(DP) Disabled Persons State (25)	(+)	\$250,000	
(DV) Disabled Vet (28)	(+)	\$237,500	
(DVX) Disabled Vet 100% (1)	(+)	\$137,250	
(PRO) Prorated Exempt Property (1)	(+)	\$23,988	
(HB366) House Bill 366 (6)	(+)	\$1,110	
(FP) Freeport (2)	(+)	\$6,893,580	
(AUTO) Lease Vehicles Ex (2)	(+)	\$34,270	
<b>Total Exemptions</b>	<b>(=)</b>	<b>\$31,751,608</b>	<b>(-) \$31,751,608</b>
<b>Net Taxable (Before Freeze)</b>			<b>(=) \$463,365,946</b>

O65 Freeze Totals			
Freeze Assessed		\$30,999,115	
Freeze Taxable		\$26,733,615	
Freeze Ceiling (163)		\$313,778.12	



# Assessment Roll Grand Totals Report

FT BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2012 As of: Certification

## O65 Transfer Totals

Transfer Assessed	\$2,072,470		
Transfer Taxable	\$1,872,470		
Post-Percent Taxable	\$1,611,166		
Transfer Adjustment (8)	\$261,304		
<b>Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)</b>		<b>(=)</b>	<b>\$436,371,027</b>

## DP Freeze Totals

Freeze Assessed	\$4,442,250		
Freeze Taxable	\$3,830,250		
Freeze Ceiling (24)	\$44,467.57		

## DP Transfer Totals

Transfer Assessed	\$0		
Transfer Taxable	\$0		
Post-Percent Taxable	\$0		
Transfer Adjustment (0)	\$0		
<b>Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)</b>		<b>(=)</b>	<b>\$432,540,777</b>

# Effective Tax Rate Report

FT. BEND CENTRAL APPRAISAL DISTRICT

TaxYear: 2012

Taxing Units: S01 - Lamar CISD

## NEW EXEMPTIONS:

	COUNT	2011 ABSOLUTE EX VALUES	2012 PARTIAL EX VALUES
NEW EXEMPT PROPERTY	182	\$227,123	
NEW HS EXEMPTIONS	1,418		\$9,584,608
NEW PRO EXEMPTIONS	47		\$300,912
NEW OA EXEMPTIONS	377		\$2,331,497
NEW DP EXEMPTIONS	17		\$85,000
NEW DV1 EXEMPTIONS	4		\$20,000
NEW DV2 EXEMPTIONS	2		\$15,000
NEW DV3 EXEMPTIONS	10		\$102,000
NEW DV4 EXEMPTIONS	16		\$184,720
NEW DVX EXEMPTIONS	24		\$2,441,744
NEW HB366 EXEMPTIONS	0		\$0
NEW PC EXEMPTIONS	0		\$0

ABSOLUTE EX TOTAL		\$227,123
PARTIAL EX TOTAL	(+)	\$15,065,481
2011 TAXABLE VALUE LOST DUE TO PROPERTY BECOMING EXEMPT IN 2012	(=)	\$15,292,604

## NEW ANNEXED PROPERTY:

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

TAXABLE VALUE ON NEWLY ANNEXED PROPERTY:	\$0
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# Effective Tax Rate Report

FT. BEND CENTRAL APPRAISAL DISTRICT

TaxYear: 2012

Taxing Units: S01 - Lamar CISD

## NEW AG APPLICATIONS:

NEW AG APPLICATIONS COUNT		28	
2011 MARKET		\$2,505,973	
2012 USE	(-)	\$289,590	
VALUE LOST DUE TO AG APPLICATIONS:	(=)	\$2,216,383	(\$2,216,383 Taxable)

## NEW IMPROVEMENTS:

	COUNT	TOTAL APPRAISED VALUE <sup>1</sup>	NEW CURRENT TAXABLE <sup>2</sup>
NEW IMPROVEMENTS	1,466	\$303,788,720	\$225,292,385
<i>RESIDENTIAL</i>	1,422	\$269,708,720	\$206,774,861
<i>COMMERCIAL</i>	27	\$30,005,670	\$17,902,868
<i>OTHER</i>	17	\$4,074,330	\$614,655
NEW ADDITIONS	97	\$50,517,570	\$6,537,411
<i>RESIDENTIAL</i>	47	\$9,471,180	\$1,601,395
<i>COMMERCIAL</i>	42	\$38,706,070	\$4,833,004
<i>OTHER</i>	8	\$2,340,320	\$103,012
PERCENT COMPLETION CHANGED	3	\$12,632,180	\$3,223,252
TOTAL NEW PERSONAL VALUE	65	\$0	\$19,107,262
SECTION 52 & 59	0	\$0	\$0
REDUCED/EXPIRING ABATEMENTS	0	\$0	\$0
TAXABLE VALUE ON NEW IMPROVEMENTS:			\$254,160,311

# Effective Tax Rate Report

FT. BEND CENTRAL APPRAISAL DISTRICT

TaxYear: 2012

Taxing Units: S01 - Lamar CISD

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2012 CERTIFIED TAXABLE	\$9,992,265,668
2012 TAXABLE UNDER PROTEST	\$463,365,946
2012 OA FROZEN TAXABLE	\$755,143,193
2012 DP FROZEN TAXABLE	\$58,621,597
2012 TRANSFERRED OA FROZEN TAXABLE	\$9,936,005
2012 TRANSFERRED DP FROZEN TAXABLE	\$594,710
2012 OA FROZEN TAXABLE UNDER PROTEST	\$26,733,615
2012 DP FROZEN TAXABLE UNDER PROTEST	\$3,830,250
2012 TRANSFER OA WITH FROZEN TAXABLE UNDER PROTEST	\$1,872,470
2012 TRANSFER DP WITH FROZEN TAXABLE UNDER PROTEST	\$0

1. Includes all land and other improvements of properties with new improvement values. 2. Includes only new improvement value.

**CONSIDER APPROVAL OF THE CERTIFICATION OF 2012 TAX YEAR  
ANTICIPATED COLLECTION RATE**

**RECOMMENDATION:**

That the Board of Trustees consider approval of the anticipated tax collection rate of 100% for the 2012 tax year.

**PROGRAM DESCRIPTION:**

The Texas Property Tax Code requires that the tax assessor/collector certify the anticipated tax collection rate for the upcoming year. Patsy Schultz, RTA, has certified the rate for the 2012 tax year to be 100%. A copy of her letter certifying this rate is attached.

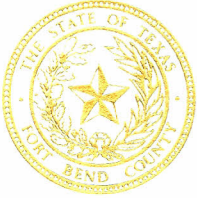
Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent





## COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

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

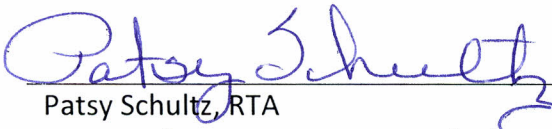
(281) 341-3710  
Fax (281) 341-9267  
Email: schulpat@co.fort-bend.tx.us  
www.fortbendcountytax.com

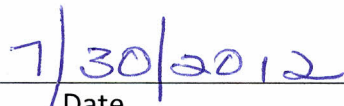
### CERTIFICATION OF 2012 TAX YEAR ANTICIPATED COLLECTION RATE

I, Patsy Schultz, Tax Assessor Collector for the  
**Lamar Consolidated Independent School District**

Certify that the anticipated tax collection rate for 2012 tax year for  
**Lamar Consolidated Independent School District** is estimated at 100%.

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

  
Patsy Schultz, RTA  
Fort Bend County Tax Assessor/Collector

  
Date

**CONSIDER APPROVAL OF RESOLUTION FOR COMMITMENT OF FUND  
BALANCE AS OF AUGUST 31, 2012**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54)*. This standard for accounting practices left unchanged the total amount of reported as *fund balance*, but substantially changed the categories and terminology used to describe its components. GASB 54 requires that the Board of Trustees formally *commit* fund balance reserves reflected in the financial statements. The Board previously delegated the authority to *assign* other fund balance reserves to the Superintendent or Chief Financial Officer.

**PROGRAM DESCRIPTION:**

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

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

- Reserves for Self-Insurance
  - Health Plan - \$2,000,000 or as needed to cover Plan deficits
  - Workers Compensation Plan - \$500,000 or as needed to cover Plan deficits
- Reserve for Food Service Program - \$500,000
- Reserve for Future Land Purchases to accommodate growth - \$1,000,000

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RESOLUTION FOR COMMITMENT OF FUND BALANCE AS OF AUGUST 31, 2012**

**STATE OF TEXAS  
COUNTY OF FORT BEND**

The Board of Trustees of the Lamar Consolidated Independent School District (“the District”) being convened in Regular Session within the boundaries of the Lamar Consolidated Independent School District, on the 16<sup>th</sup> day of August, 2012, designates the Superintendent or Chief Financial Officer the responsibility for assigning outstanding encumbrances as of year-end from the unassigned fund balance and hereby resolves, orders, and directs that the Lamar Consolidated Independent School District commit the following portions of its August 31, 2012 General Fund unassigned fund balance as follows:

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

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

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

---

Michael Richard, President  
Lamar CISD Board of Trustees

Attest:

---

Julie Thompson, Secretary  
Lamar CISD Board of Trustees

**CONSIDER APPROVAL OF 2012 - 2013 SALARY SCHEDULES**

**RECOMMENDATION:**

That the Board of Trustees consider approval of the 2012 - 2013 salary schedules, as presented.

**IMPACT/RATIONALE:**

Funds will be included in the 2012 - 2013 budget, as per direction from the Board of Trustees, for each classification of employee outlined in the schedules. The Salary Schedule Book published will reflect salary schedules for the 2012 - 2013 school year.

**PROGRAM DESCRIPTION:**

Each year the administration prepares salary schedules for approval by the Board of Trustees. This booklet represents all schedules including salary supplements and substitute pay.

Submitted by: Jill Ludwig, Chief Financial Officer  
Kathleen Bowen, Executive Director of Human Resources

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**



**2012-13 SALARY SCHEDULES**

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**TEACHER SALARY SCHEDULES, 2012-13\***

<b>DEGREE</b>	<b>BACHELOR 2012-13</b>	<b>MASTER 2012-13</b>
0	46,500	47,500
1	47,000	48,000
2	47,500	48,500
3	48,000	49,000
4	48,500	49,500
5	49,000	50,000
6	49,500	50,500
7	50,000	51,000
8	50,500	51,500
9	51,000	52,000
10	51,500	52,500
11	52,000	53,000
12	52,650	53,650
13	53,300	54,300
14	53,950	54,950
15	54,600	55,600
16	55,250	56,250
17	55,900	56,900
18	56,550	57,550
19	57,200	58,200
20	57,850	58,850
21	58,500	59,500
22	59,150	60,150
23	59,800	60,800
24	60,450	61,450
25	60,950	61,950
26	61,450	62,450
27	61,950	62,950
28	62,450	63,450
29	62,950	63,950
30	63,450	64,450

Teachers with more than 30 years of experience will receive the average dollar raise of all teachers, which is \$1,500 for 2012-13.

Teachers with a Doctorate will be paid according to the Master Teachers Schedule.

This schedule applies to Counselors, Social Workers, Speech Therapists, High School Registrars, Diagnosticians, ROTC Drill Instructors, Nurses, Librarians, Orientation and Mobility Specialists, G/T Facilitators, Accelerated Language Program Facilitators, Physical Therapists, Occupational Therapists, Instructional Coordinators, Intervention Specialists, and ARD Specialists.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 TEACHER SALARY SUPPLEMENT**

<u>POSITION</u>	<u>DISTRICT BASE CONTRACT DAYS</u>	<u>SALARY SUPPLEMENT</u>
<b><u>Department Chairpersons-Math, English, Reading Social Studies, Science, Special Ed.</u></b>		
Senior High	187	1,500
Junior High	187	1,500
<b><u>Choral Music</u></b>		
Senior High	189	4,500
Senior High Assistant	187	2,500
Junior High	187	2,500
Junior High Assistant	187	1,500
<b><u>Instrumental Music</u></b>		
Director High School	207	4,500
Asst. Director High School	205	3,000
Director Junior High School	199	3,000
Asst. Director Junior High School	197	2,500
Asst. Director Middle School	194	2,500
<b><u>Speech Trips and Activities</u></b>		
Senior High	187	3,000
Junior High	187	800
Asst. Speech/Debate High School	187	500
<b><u>Drama Trips and Activities</u></b>		
Senior High	187	3,000
Junior High	187	1,000
<b><u>Newspaper &amp; Yearbook</u></b>		
Senior High Newspaper	187	1,200
Senior High Yearbook	187	1,500
Junior High Newspaper	187	400
Junior High Yearbook	187	400
<b><u>Student Activity Sponsors</u></b>		
Senior High Drill Team	197	3,400
Asst. H.S. Drill Team (80+ Students)	187	1,800
Senior High Cheerleader	187	2,500
Senior High Student Council	187	1,000
Junior High Student Council	187	500
Freshman Cheerleader	187	1,000
		1,200 if 2 squads
Junior High Cheerleader	187	1,000
University Interscholastic League- High School	187	400 per event
UIL Coordinator Junior High & High School(1 per school)		400
District Sponsored Activities	187	400
Academic Decathlon/Science Olympiad/ Star Challenge	187	1,000
Special Olympics Head Coach		1,200 per sport(3)
Special Olympics Assistant Coach		1,000 per sport(3)
High School Leadership		1,000 (1perHS)

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 TEACHER SALARY SUPPLEMENT**

<b><u>POSITION</u></b>	<b><u>SALARY SUPPLEMENT</u></b>
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**Other Supplemental Pay Cont'd.**

Superintendent's Secretary- Board Meeting .....	4,500/Year
Therapist with Certificate of Clinical Competence (CCC) .....	3,000/Year
Therapists with State Board License .....	2,000/Year
Lead Speech Path, Supervision Stipend.....	2,000/Year
Therapist with TEA Certification .....	1,000/Year
Speech Therapy Assistant Supervision Stipend.....	1,000/Year
Bilingual Certified Teachers, PK-5—Dual Language Program.....	2,500/Year
Fully certified Bilingual Spanish Teachers providing dual language Instruction in Spanish and English in accordance with the district's Second Language Acquisition Framework	
Bilingual Certified Teachers, PK-5—Transitional Bilingual Program.....	2,500/Year
Fully certified Bilingual Spanish Teachers providing specified percentage of Spanish and English Instruction in accordance with the district's Second Language Acquisition Framework	
ESL Certified Teachers, PK-5—Dual Language Program .....	1,500/Year
Fully certified English as a Second Language Teachers providing English language instruction in Two-Way Immersion Dual Language Program in accordance with the district's Second Language Acquisition Framework	
Bilingual ESL Lead Teacher – Dual Language Program.....	2,500/Year
Fully certified Bilingual Spanish Teachers providing dual language Instruction/Facilitation in Spanish and English in accordance with the district's Second Language Acquisition Framework	
Bilingual ESL Lead Teacher-ESL Program.....	1,500/Year
Fully certified English as a Second Language or Bilingual Teachers providing English language instruction/facilitation in the English as a Second language Program in accordance with the district's Second Language Acquisition Framework	
Accelerate Language Program Facilitators.....	2,500/Year
After School Detention .....	15.00/Hour
Testing Facilitator .....	15.00/Hour
Saturday Clock Hours – Teachers .....	15.00/Hour
Saturday Clock Hours – Administrators .....	20.00/Hour
SAT/PSAT .....	20.00/Hour
In-Home Training (certified teachers) .....	20.00/Hour
Extended Day Program .....	20.00/Hour
Curriculum Writing .....	20.00/Hour
Summer School Teaching .....	25.00/Hour
Summer School Aides .....	13.00/Hour
Summer School Nurses .....	30.00/Hour
Summer School Counselor/Social Worker .....	25.00/Hour
Summer School Principal-High School .....	35.00/Hour
Summer School Principal-Elementary, Middle, Jr. High .....	35.00/Hour
YMCA Gym Supervisor .....	20.00/Hour
Plato Lab .....	20.00/Hour
Tutorials .....	20.00/Hour



# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## 2012-2013 ATHLETIC SALARY SUPPLEMENT

### HIGH SCHOOL

	<u>District Base Contr. Days</u>	<u>Supplement</u>
<b><u>Football</u></b>		
Offensive/Defensive Coordinator	202	4,000
Special Teams Coordinator	200	4,000
Varsity Asst.	199	4,000
JV Head	199	3,000
JV Asst.	199	2,400
Sophomore Head	199	2,400
Sophomore Asst.	199	2,200
Freshman Head	199	2,900
Freshman Asst.	199	2,000
<b><u>Basketball - Boys</u></b>		
Head	195	4,000
JV	195	2,500
Sophomore	187	1,800
Freshman	187	1,800
<b><u>Basketball - Girls</u></b>		
Head	195	4,000
JV	195	2,500
Freshman	187	1,800
<b><u>Volleyball</u></b>		
Head	197	3,000
JV	197	1,800
Freshman	197	1,500
<b><u>Track - Boys</u></b>		
Varsity Head	189	3,500
Varsity Asst.	189	2,100
JV Head	187	1,800
Freshman Head	187	1,700
<b><u>Track - Girls</u></b>		
Varsity Head	189	3,500
Varsity Asst.	189	2,100
JV Head	187	1,800
Freshman Head	187	1,700

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 ATHLETIC SALARY SUPPLEMENT**

**HIGH SCHOOL**

	<b><u>District Base Contr. Days</u></b>	<b><u>Supplement</u></b>
<b><u>Cross Country - Boys</u></b>	192	2,000
<b><u>Cross Country - Girls</u></b>	192	2,000
<b><u>Tennis Boys &amp; Girls</u></b>		
Head	192	4,500
JV	192	3,000
Freshman	187	1,800
<b><u>Golf</u></b>		
Head	187	4,500
<b><u>Baseball</u></b>		
Varsity Head	189	3,500
Varsity Asst.	189	2,000
JV	187	1,800
Sophomore	187	1,800
Freshman	187	1,800
<b><u>Swimming</u></b>		
Head	195	3,500
Asst. (If number of participants exceed 45)	187	1,800
District - Diving	195	3,500
<b><u>Soccer - Boys</u></b>		
Head	189	3,500
Asst.	189	2,000
<b><u>Soccer – Girls</u></b>		
Head	189	3,500
Asst.	189	2,000
<b><u>Softball</u></b>		
Head	189	3,500
Asst.	189	2,000
JV	187	1,800
Freshman	187	1,800
<b><u>Trainer</u></b>		
Head	202	5,000
Asst.	201	4,000
<b><u>Wrestling</u></b>	187	3,500

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

2012-2013 ATHLETIC SALARY SUPPLEMENT

JUNIOR HIGH SCHOOL

	<u>District Base Contr. Days</u>	<u>Supplement</u>
<b><u>Jr. High Campus Coordinator</u></b>	201	3,000
<b><u>Football</u></b>		
Head 8th grade	201	1,800
Asst. 8th grade	192	1,600
Head 7th grade	192	1,600
Asst. 7th grade	192	1,500
<b><u>Basketball - Boys</u></b>		
Head 8th grade	187	1,400
Asst. 8th grade	187	1,200
Head 7th grade	187	1,200
Asst. 7th grade	187	1,200
<b><u>Basketball - Girls</u></b>		
Head 8th grade	187	1,400
Asst. 8th grade	187	1,200
Head 7th grade	187	1,200
Asst. 7th grade	187	1,200
<b><u>Volleyball</u></b>		
Head 8th grade	187	1,200
Asst. 8th grade	187	1,100
Head 7th grade	187	1,100
Asst. 7th grade	187	1,100
<b><u>Track - Boys</u></b>		
Head 8th grade	187	1,200
Asst. 8th grade	187	1,100
Head 7th grade	187	1,100
Asst. 7th grade	187	1,100
<b><u>Track - Girls</u></b>		
Head 8th grade	187	1,200
Asst. 8th grade	187	1,100
Head 7th grade	187	1,100
Asst. 7th grade	187	1,100
<b><u>Tennis - Boys &amp; Girls</u></b>	187	1,200

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## 2012-2013 ATHLETIC SALARY SUPPLEMENT

### CONSESSION STAND/ATHLETIC EVENT SCHEDULES

#### TRAYLOR STADIUM/TRACK

Concession Worker	\$10 per hour (Varsity Football-3.5 hour minimum)
Concession Cashier	\$50 per event
Concession Manager- Main Stand	\$55 per event
Parking Lot Attendants	\$50 per event
Parking Lot Attendant- Lead	\$75 per event
Parking Lot Security (Non-Uniformed)	\$45 per event
Ticket Taker	\$30 per event
Ticket Seller	\$35 per event
Gate Keeper	\$30 per event
Home Band/Pass/Ticket Taker	\$45 per event
Visitor Band/Pass/Ticket Taker	\$40 per event
Money Counter	\$45 per event
Announcer	\$50 per event
Clock Operator	\$50 per event
Press Box Manager	\$50 per event
Scoreboard Tech	\$50 per event
Stadium Supervisor	\$100 per event
Trainer	\$100 per event

#### ALL SEASON SPORTS

Ticket Box Cashier	\$30 per event
Ticket Takers	\$30 per event
Clock Operators	\$10 per game
Score Keeper	\$10 per game
Starter (Track/Cross Country)	\$100 per meet
Assistant Starter (Track/Cross Country)	\$50 per meet

UIL Game Reports (If done by host) \$75 per event

### SUMMER PROGRAMS

#### CAMP PAY RANGE

Camp Directors	\$100 - \$150/Day
Camp Assistant Directors	\$90 - \$100/Day
Camp Instructors	\$50 - \$70/Day
Camp Assistant Instructors	\$40 - \$50/Day
Natatorium Director	\$200/Day

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 PAY GRADES**

**ADMINISTRATIVE/EDUCATIONAL**

<b><u>PAYGRADE</u></b>	<b><u>MINIMUM</u></b>	<b><u>MIDPOINT</u></b>	<b><u>MAXIMUM</u></b>
1	179.68	223.92	268.15
2	199.78	249.03	298.29
3	222.12	277.00	331.85
4	252.87	307.82	362.78
5	262.90	320.06	377.23
6	283.06	344.66	406.24
7	304.70	371.46	437.44
8	328.36	399.89	471.42
9	353.26	430.33	507.39
10	380.47	463.51	546.54

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
JOB CLASSIFICATION  
ADMINISTRATIVE/EDUCATIONAL**

**PAY GRADE 1**

ASAP Parent Instructor  
Adult Education Specialist, Project LEARN  
Early Childhood Specialist, Project LEARN  
HOME Instructor, Project LEARN  
HOME Instructor Specialist, Project LEARN  
Parent Education Specialist, Project LEARN  
Title I Parent Educator  
Student Services Liaison

**PAY GRADE 2**

Project Learn Specialist

**PAY GRADE 3**

Facilitator, College Career  
Facilitator, Parent Involvement

**PAY GRADE 4**

Campus Instructional Technology Specialist  
504/ Dyslexia Facilitator

**PAY GRADE 5**

After School Program Coordinator  
Assistant Principal, Elementary and Middle  
Autism Coordinator  
Behavior/Autism Specialist  
Bilingual/ESL Curriculum & Instructional Spec.  
Curriculum & Instructional Specialist  
Program Supervisor, Special Education  
Program Supervisor, State/Federal Programs

**PAY GRADE 6**

Administrator for Truancy/Dropout Prevention  
Assistant Principal, High School  
Assistant Principal, Junior High School  
Coordinator, Project LEARN  
Director, Advanced Studies  
Director, Career and Technology  
Director, Staff Development  
Director, Fine Arts  
Early Childhood Center Campus Director

**PAY GRADE 7**

Associate Principal, High School

**PAY GRADE 8**

Director Research/Accountability  
Principal, A L C  
Principal, Elementary  
Principal, Junior High School  
Principal, Middle School  
Campus Coordinator/Head Football Coach

**PAY GRADE 9**

Director, Athletics  
Director of Special Education  
Principal, High School

**PAY GRADE 10**

Executive Director, Curriculum/Instructional  
Support Services  
Executive Director, Elementary Education  
Executive Director, Human Resources  
Executive Director, Secondary Education  
Chief Technology Information Officer

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 PAY GRADES**

**ADMINISTRATIVE/PROFESSIONAL**

<b><u>PAYGRADE</u></b>	<b><u>MINIMUM</u></b>	<b><u>MIDPOINT</u></b>	<b><u>MAXIMUM</u></b>
21	185.35	225.46	265.56
22	201.86	245.70	289.53
23	220.44	268.34	316.22
24	240.62	292.95	345.27
25	272.33	319.95	367.56
26	297.06	349.09	401.12
27	324.33	381.16	438.00
28	354.12	416.22	478.33
29	386.69	454.53	522.37

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
JOB CLASSIFICATION  
ADMINISTRATIVE/PROFESSIONAL**

**PAY GRADE 21**

Bus Discipline Supervisor  
Energy Technician Specialist  
Manager/Graphic Arts/Communications Spec.  
Router/Scheduler, Transportation  
Staff Accountant  
Substance Abuse Specialist  
Student Accounting Specialist

**PAY GRADE 22**

Assistant Director of Finance  
Personnel Specialist, Elementary  
Personnel Specialist, Auxiliary

**PAY GRADE 23**

Assistant Director, Food Service  
Communications Coordinator  
Executive Director- Education Foundation  
Fleet Services Manager  
Human Resource Specialist  
Supervisor, Property Management  
Web Developer

**PAY GRADE 24**

Assistant Director, Transportation  
Assistant Director of Maintenance  
Assistance Director of Operations  
Assistant Director, Staffing & Records Mgt  
Assistant Director, Employee Services & Risk Mgt  
Network Engineer  
Programmer/Analyst  
Technology Development Specialist

**PAY GRADE 25**

Manager of Special Projects, Technology  
Budget & Treasury Officer

**PAY GRADE 26**

Director of Student Support Services  
Director, Information Services  
Director, Technology Development  
Director, Technology Integration  
Director, Technology Operations  
Energy Coordinator  
Network Administrator  
Purchasing/Materials Manager  
Payroll Manager

**PAY GRADE 27**

Administrator, Student Accounting  
Director, Food Service  
Director, Transportation  
Director of Maintenance and Operations

**PAY GRADE 28**

Director, Finance  
Executive Director of Community Relations  
Operations Administrator

**PAY GRADE 29**

Chief Financial Officer



**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 PAY RANGES**

**CLERICAL/PARAPROFESSIONAL**

<u>PAYGRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1	9.46	12.02	14.59
2	10.35	12.87	15.38
3	11.39	14.15	16.92
4	12.62	15.70	18.78
5	14.02	17.45	20.87
6	15.41	19.18	22.97
7	17.13	20.84	24.52
8	18.77	22.83	26.88
9	20.61	25.08	29.56

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
JOB CLASSIFICATIONS  
CLERICAL/PARAPROFESSIONAL**

**PAY GRADE 1**

Aide, Bilingual/ESL  
Aide, Compensatory  
Aide, In-School Suspension-(K-5)  
Aide, Physical Education  
Aide, PreKindergarten  
Aide, Title I  
Cafeteria Monitor (2.5 hour)  
Clerk, Monitor (8 hour)  
Clerk, Elementary  
Clerk, Transportation

**PAY GRADE 2**

Aide, ALC/Special Sites  
Aide, Computer Aided Instruction  
Aide, Credit Restoration  
Aide, Early Childhood Handicapped (PPCD)  
Aide, In-School Suspension (MS+)  
Aide, Life Skills  
Aide, OT/PT Therapist  
Aide, Parent Educator  
Aide, Special Education Behavior Specialist  
Aide, Special Education Resource  
Aide, PASS  
Aide, Teletherapy  
Clerk, Speech Supervisor  
Group Leader, LEAP  
Receptionist, HS/JHS/Administration  
Secretary, Alternative Learning Center  
Secretary, Clerk SESS

**PAY GRADE 3**

Aide, Interpreter  
Aide, Braille & Tactual Materials Specialist  
Aide, Keyboarding  
Aide, Liaison for At-Risk/Attendance  
Aide, Transition Liaison  
Choir Assistant/Accompanist  
Clerk, Athletic Office  
Clerk, Attendance-High School/Junior High  
Clerk, LEAP  
Clerk, Registrar-High School  
Clerk, Transportation Data  
Lead Behavior Specialist  
Receptionist, ALC  
Secretary, Appraisal/Records  
Secretary, Community Center  
Secretary, Counselor  
Secretary, SEMS/PEIMS  
SHARS/Medicaid Specialist

**PAY GRADE 4**

Aide, ALP Translator/Assistant  
Clerk, Accounting Resource  
Clerk, Food Service-Accounting  
Clerk, Warehouse  
Secretary, Assistant Principal-HS/JH/Elem  
Secretary, Funding/Special Programs  
Secretary, Program Supervisor Special Ed  
Secretary, Curriculum Specialist  
Secretary, Project LEARN  
Technician, HR/Employee Benefits

**PAY GRADE 5**

Clerk, Accounts Payable  
Clerk, Food Service-Free & Reduced  
Clerk, Human Resources  
Clerk, Maintenance and Operations  
Clerk, Payroll Leaves and Absences  
Clerk, Payroll Compliance/Reporting  
Concession Stand Manager  
Data Technician  
Employee Management System Clerk  
Purchasing Assistant  
Secretary, Curriculum & Instructional Services  
Secretary, Director Advanced Studies  
Secretary, Director-Career and Technology  
Secretary, Director-Research/Accountability (210)  
Secretary, Director-Staff Development  
Secretary, Food Service  
Secretary, Maintenance and Operations  
Secretary, Payroll Transportation  
Secretary, Transportation  
Secretary, Director-Fine Arts

**PAY GRADE 6**

Secretary, Accounting/Reporting Clerk  
Secretary, Director-Athletics  
Secretary, Principal-Alternative Learning Center  
Secretary, Principal-Elementary School  
Secretary, Principal-Intermediate School  
Secretary, Principal-Junior High School  
Secretary, Principal-Middle School  
Secretary, Special Sites  
Specialist, FFE-Purchasing

**PAY GRADE 7**

Certified Occupational Therapist Assistant  
Fixed Assets/Textbook Clerk  
LVN/Teacher Aide  
Specialist, Accounting Federal/Special Programs  
Secretary, Assistant Superintendent  
Secretary, Chief Technology Information Officer  
Secretary, Director-Special Education  
Secretary, Exec Director-Elementary Education  
Secretary, Exec Director-Secondary Education  
Secretary, Exec Director-Human Resources  
Secretary, Exec Director-Community Relations  
Specialist, Employee Benefits  
Secretary, Operations Administrator  
Secretary, Principal-High School  
Site Manager, LEAP

**PAY GRADE 8**

Buyer, Purchasing  
Coordinator, Accounts Payable/Cash Management  
Payroll Specialist  
Secretary, Chief Financial Officer

**PAY GRADE 9**

Secretary, Superintendent & Board of Trustees

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## 2012-2013 PAY RANGES

### TECHNICAL

<u>PAYGRADE</u>	MINIMUM	MIDPOINT	MAXIMUM
11	10.35	12.71	15.05
12	12.33	15.17	18.34
13	15.31	18.15	21.00
14	18.31	21.73	25.15
15	21.91	26.03	30.15

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## JOB CLASSIFICATIONS

### TECHNICAL

#### **PAY GRADE 11**

Postal Technician  
Printer  
Graphic Arts Specialist

#### **PAY GRADE 12**

Specialist, Computer Publications  
Technician, Print Production

#### **PAY GRADE 13**

Assessment Data Specialist

#### **PAY GRADE 14**

AV Technical Specialist  
Computer Operator 2  
Computer Publications Specialist, Lead  
Help Desk Technician  
PC Technician, Service-Lead  
PC Technician II  
Printer, Lead

#### **PAY GRADE 15**

Network Technician

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 PAY GRADES**

**MANUAL TRADES**

<b><u>PAYGRADE</u></b>	<b><u>MINIMUM</u></b>	<b><u>MIDPOINT</u></b>	<b><u>MAXIMUM</u></b>
1	8.15	9.84	11.52
2	9.37	11.40	13.44
3	10.84	13.24	15.63
4 and 99	12.58	15.36	18.12
5	14.59	17.81	21.04
6	16.91	20.53	24.14
7	19.13	23.26	27.38

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## JOB CLASSIFICATIONS

### MANUAL TRADES

#### PAY GRADE 1

Aide, Bus  
Culinary Helper  
Custodian - Day (Secondary)  
Custodian - Night (Elementary)  
Laundry Worker I  
Rotating Crew

#### PAY GRADE 2

CMMS/Dispatch II  
Custodian, Day (Elementary)  
Delivery Technician II  
General Maintenance Tech II  
Laundry, Lead-II  
Lawn Works Tech II  
Specialist 1, Culinary  
Traffic Control Monitor  
Utility I, Transportation  
Warehouse Driver I  
Custodian, Night - Lead

#### PAY GRADE 3

Building Manager III  
Clerk, Warehouse Receipt  
Custodian, Lead III  
Floor Care Technician III  
General Utility, Food Service  
Lawn Works Lead III  
Manager-in-Training, Food Service  
Specialist II, Culinary  
Utility II, Transportation  
Warehouse Driver II

#### PAY GRADE 4 and 99

Building Manager IV  
Building Manager/Pool Technician  
Bus Driver  
Custodian IV  
Custodian, Lead IV  
Laundry, Head IV  
Maintenance Tech IV  
Mechanic I

#### PAY GRADE 4 AND 99 CONT'D

Playground Tech IV  
Specialist, Special Services

#### PAY GRADE 5

Assistant Supervisor, Warehouse  
Building Manager V  
Floor Tech Supervisor V  
Lawn Works Technician V  
Lawn Works Mechanic V  
Maintenance Technician V  
Manager II, Food Service  
Manager, Food Service Warehouse  
Mechanic II, Transportation  
M&O Buyer/Inventory Control V  
Parts Manager, Transportation  
Planner/Scheduler V  
Preventative Maintenance V  
Router Assistant

#### PAY GRADE 6

Bus Operations Specialist  
Custodial Supervisor VI  
Dispatcher, Transportation  
Maintenance Technician VI  
Manager III, Food Service  
Manager, Integrated Pest VI  
Security Officer/Certified Peace Officer  
Lead Mechanic  
Supervisor, Construction VI  
Supervisor, Grounds VI  
Supervisor, Preventative  
Maintenance VI  
Supervisor, Routine Maintenance VI

#### PAY GRADE 7

Coordinator, Food Service  
Supervisor, Warehouse

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## 2012-2013 SUBSTITUTE PAY

### TEACHERS, ADMINISTRATORS, AND PARAPROFESSIONALS

<u>Substitute Teachers</u>	<u>Daily Rate</u>
Certified	\$92.70
Degreed	\$82.40
Certified Long-term degreed (ten or more consecutive days as a substitute for the same classroom teacher as approved by the Exec. Director of Human Resources)	\$149.35
Long-term degreed (ten or more consecutive days as a substitute for the same classroom teacher as approved by the Exec. Director of Human Resources)	\$108.15
Non-Degreed	\$72.10
Long-Term Non-Degreed	
Less than 30 hours	\$72.10
30-59 hours	\$77.25
60+ hours	\$82.40
Substitute Nurse	\$92.70
 <u>Substitute Administrator</u>	
Elementary/Secondary	One half of Daily Rate of Last Employment but no less than \$154.50.
Secondary	Additional \$25.00 per day for extended day activities.
 <u>Substitute Clerks/Aides</u>	
(Daily rate is for both degreed and non-degreed)	\$72.10
Substitute Crossing Guard	\$8.24/hr
Substitute Cafeteria Monitor	\$7.25/hr
Substitute Food Service	\$7.25/hr

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**2012-2013 PAY GRADES**

**PART TIME EMPLOYEES**

	<b><u>HOURLY RATE</u></b>
High School Student	7.25
College Student Minimum hours per semester - 12 Documentation required for each year of college standing	7.50
Life Guards W.S.I.	7.50
Water Safety	7.25
Pool Supervisor	15.00
Swimming Instruction - W.S.I. Certified	12.00
Crossing Guard	9.00



**CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

**RECOMMENDATION:**

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

**PROGRAM DESCRIPTION:**

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

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

- Ratification of July 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:



Dr. Thomas Randle  
Superintendent

## SCHEDULE OF JULY 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 July total \$18,174,571 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	10,757,668
614	Employee Benefits	298,554
621	Professional Services	7,861
623	Education Services Center	170
624	Contracted Maintenance and Repair Services	341,226
625	Utilities	126,246
626	Rentals and Operating Leases	18,800
629	Miscellaneous Contracted Services	498,257
631	Supplies and Materials for Maintenance and Operations	120,254
632	Textbooks and Other Reading Materials	160,216
633	Testing Materials	7,672
634	Food Service	1,791
639	General Supplies and Materials	580,192
641	Travel and Subsistence -- Employee and Student	80,328
642	Insurance and Bonding Costs	750
649	Miscellaneous Operating Costs/Fees and Dues	650,814
659	Other Debt Services Fees	250
661	Land Purchase and/or Improvements	17,916
662	Building Purchase, Construction, and/or Improvements	3,692,638
663	Furniture & Equipment - \$5,000 or more per unit cost	738,955
129	Misc. Receivable/Alternative Certification Fees	3,704
131	Inventory Purchases	47,407
217	Operating Transfers, Loans and Reimbursements	21,202
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,700
	<b>Total</b>	<b>18,174,571</b>

**PROGRAM DESCRIPTION:**

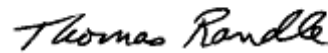
The report above represents all expenditures made during the month of July 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

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 JULY 31, 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	103,564,921.00	(1,313,281.00)	98.7%
5800-STATE PROGRAM REVENUES	75,322,616.00	57,150,881.00	(18,171,735.00)	75.9%
5900-FEDERAL PROGRAM REVENUES	1,520,000.00	2,225,524.00	705,524.00	146.4%
<b>TOTAL- REVENUES</b>	<b>181,720,818.00</b>	<b>162,941,326.00</b>	<b>(18,779,492.00)</b>	<b>89.7%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	150,584,271.00	127,959,919.00	22,624,352.00	85.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,402,899.00	8,663,182.00	4,739,717.00	64.6%
6300-SUPPLIES AND MATERIALS	9,092,812.00	6,416,314.00	2,676,498.00	70.6%
6400-OTHER OPERATING EXPENDITURES	9,819,260.00	8,145,309.00	1,673,951.00	83.0%
6600-CAPITAL OUTLAY	853,612.00	423,294.00	430,318.00	49.6%
<b>TOTAL-EXPENDITURES</b>	<b>183,752,854.00</b>	<b>151,608,018.00</b>	<b>32,144,836.00</b>	<b>82.5%</b>

**Lamar CISD  
Local Investment Pools  
as of July 31, 2012**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	2,293,216.66	0.00	0.00	256.41	2,293,473.07
General Account	49,073,972.82	0.00	11,330,015.17	5,098.06	37,749,055.71
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	219,625.03	767,280.00	200,000.00	9.73	786,914.76
Debt Service Series 1996	68.79	0.00	0.00	0.00	68.79
Debt Service Series 2004	2,524,372.54	181,981.24	0.00	291.02	2,706,644.80
Workmen's Comp	816,496.09	12,735.17	20,000.00	89.84	809,321.10
Property Tax	13,601,727.32	786,528.97	0.00	1,576.85	14,389,833.14
Vending Contract Sponsor	474,396.88	0.00	0.00	53.09	474,449.77
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	642,959.31	0.00	0.00	71.87	643,031.18
Debt Service Series 2007	1,963,908.23	0.00	0.00	219.60	1,964,127.83
Capital Projects Series 2005	1,516,042.71	0.00	0.00	169.47	1,516,212.18
Student Activity Funds	56,157.92	0.00	0.00	6.27	56,164.19
Taylor Ray Donation Account	14,722.80	0.00	0.00	1.64	14,724.44
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,124.01	0.00	0.00	5.99	53,130.00
Debt Service Series 2008	2,937,228.94	0.00	0.00	328.41	2,937,557.35
Powell Point Series 2003	13,818.10	0.00	0.00	1.57	13,819.67
Capital Projects 2012A	22,007,542.47	0.00	0.00	2,460.44	22,010,002.91
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,009.67	0.00	0.00	0.59	5,010.26
Workers' Comp	719,242.54	0.00	0.00	84.32	719,326.86
Property Tax Fund	32,087.62	0.00	0.00	3.76	32,091.38
General Fund	2,582,082.06	0.00	0.00	302.70	2,582,384.76
Food Service Fund	90,287.93	0.00	0.00	10.58	90,298.51
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	43.63	0.00	0.00	0.01	43.64
Capital Project Series 1998	699.07	0.00	0.00	0.08	699.15
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,417.03	0.00	0.00	16.81	143,433.84
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.19	0.00	0.00	0.04	383.23
Capital Projects 2008	36,759.13	0.00	0.00	4.31	36,763.44
Capital Projects 2012A	22,007,944.88	0.00	0.00	2,579.99	22,010,524.87
<b>MBIA Texas CLASS Fund</b>					
General Account	15,291,410.62	0.00	0.00	3,153.06	15,294,563.68
Debt Service Series 1998	90.83	0.00	0.00	0.00	90.83
Capital Project Series 1998	902.93	0.00	0.00	0.31	903.24
Debt Service Series 1999	1.22	0.00	0.00	0.00	1.22
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	11,007,884.48	0.00	0.00	2,269.75	11,010,154.23
<b>TEXSTAR</b>					
Capital Projects Series 2007	742.11	0.00	0.00	0.07	742.18
Debt Service Series 2008	3,189,300.64	0.00	184,641.81	358.89	3,005,017.72
Capital Projects Series 2008	10,569,098.83	0.00	537,016.87	1,196.35	10,033,278.31
Debt Service Series 2012A	6,099,797.34	287.11	0.00	704.27	6,100,788.72
Debt Service Series 2012B	35,190.40	2,373.46	0.00	4.18	37,568.04
Capital Projects Series 2012A	37,238,580.63	0.00	5,813,191.99	3,967.85	31,429,356.49
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	2,236,097.05	0.00	0.00	239.04	2,236,336.09
Capital Projects Series 2008	140.40	0.00	0.00	0.02	140.42
Capital Projects Series 2012A	16,505,194.05	0.00	0.00	1,764.43	16,506,958.48

<b>ACCOUNT TYPE</b>	<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>0.13</b>	<b>\$10,640.26</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>0.14</b>	<b>\$3,003.19</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>0.24</b>	<b>\$5,423.12</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>0.14</b>	<b>\$6,231.61</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>0.13</b>	<b>\$2,003.49</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$27,301.67</b>
<b>EARNINGS 9-01-11 THRU 6-30-12</b>		<b>\$164,157.06</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$191,458.73</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

Since the operating budget for LCISD is adopted at the *functional level*, the proposed amendment **requires school board approval** because budgeted funds are being *reallocated between functional categories*.

**PROGRAM DESCRIPTION:**

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

This budget change is the result of an extensive review of the District's budget position at July 31, 2012 and includes projections for anticipated expenditures during the month of August 2012. It is also intended to take into account year-end closing entries. A draft of the amendment is attached, and the final will be provided to board members at the meeting.

All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes prior to August 31<sup>st</sup> (or the district's year end). (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 14.0)

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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

199-11	Classroom Instruction	(1,356,127.00)
199-21	Instructional Leadership	100,000.00
199-23	School Leadership	200,000.00
199-31	Guidance and Counseling	215,900.00
199-32	Social Work Services	75,000.00
199-35	Food Service	25,000.00
199-36	Cocurricular/Extracurricular Activities	400,000.00
199-41	General Administration	(200,000.00)
199-51	Plant Maintenance & Operations	(100,000.00)
199-61	Community Services	140,227.00
199-81	Facilities Acquisition & Construction	300,000.00
199-93	Shared Service Arrangements	200,000.00
599-00	Revenue	26,727,491.00
599-71	Debt Service	26,727,491.00

**CONSIDER APPROVAL OF BOARD POLICIES**

**RECOMMENDATION:**

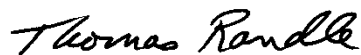
That the Board of Trustees approve the following policies:

- 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

**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

**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**

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(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:  
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CDA  
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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

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

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.



**OTHER REVENUES:  
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**CDA  
(LOCAL)**

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);

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

- 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.

**LAMAR CISD  
079901**

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

**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

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

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

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

**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)*

**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

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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**OTHER REVENUES:  
INVESTMENTS**

**CDA  
(LOCAL)**

- 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

GKD  
(LOCAL)

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.

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

- 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

GKD  
(LOCAL)

~~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

GKD  
(LOCAL)

**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 fundraising 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

GKD  
(LOCAL)

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]**

**CONSIDER APPROVAL OF DOCUMENTATION AND PROCESS FOR NAMING  
SUPERINTENDENT DESIGNEES FOR AUTOMATED TEXAS EDUCATION  
AGENCY SECURE ENVIRONMENT (TEASE) USERS**

**RECOMMENDATION:**

That the Board of Trustees authorize Jill Ludwig, Walter Bevers, and Laura Lyons to act as Superintendent designees for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment (TEASE).

**IMPACT/RATIONALE:**

A recent decision by the Texas Education Agency legal staff implements a new requirement for documenting designee approval. This is a requirement for all applications containing confidential data. The district will be required to apply for grants made available through the Governor's Excellence Award Program – Texas Educators Excellence Grant. The grants are to provide a system of financial incentives to award educators who demonstrate the ability to achieve higher levels of student academic performance.

**PROGRAM DESCRIPTION:**

Superintendent designees will be made on a calendar year basis and designee accounts will be disabled one calendar year from board approval date (or sooner if a request to revoke a designee account is received in the interim).

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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

**RECOMMEDATION:**

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

**PROGRAM DESCRIPTION:**

From July 3, 2012 to August 29, 2012, active member school boards may endorse a  
nominated individual from their TASB Region.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RON CRIER**  
**SPRING ISD TRUSTEE**  
**BIOGRAPHICAL INFORMATION**

**SEEKING YOUR DISTRICTS ENDORSEMENT FOR TASB DIRECTOR REGION 4A**

**Name** Ron Crier, Spring ISD Board Trustee Position 6  
Email: [rcrier@springisd.org](mailto:rcrier@springisd.org)  
Tel: 832-598-8759

**Position Sought** TASB Director Region 4

**Name of Employer** HouData

**Your Specific Job Title** Software Consultant

**Date/Place of Birth** April 13, 1952/New Orleans, LA

**High School from which you graduated (location)** Walter L. Cohen Sr. High, New Orleans, LA

**College(s)/University(ies) Attended** Dillard University, New Orleans, LA

**Degree(s) Earned** Bachelor of Arts in Business Administration

**Spouse's Name** Vickey M. Crier

**Names of Children And Grandchildren, Schools Attending Or completed**

Kolis Crier	Rice University – Graduate
Kashaune Crier	Prairie View A&M University –Graduate
Keenyn Crier	University of Arizona – Graduate
Kerris Crier	Xavier University of Louisiana – Student
Caydon Carpenter	Ponderosa Elementary - Student

**More Biographical** I, **Ron Crier**, am seeking the Region 4A TASB Director position representing our southeast region of Texas and continue to help all students of Region 4 foremost and the rest of Texas to have a fair chance at academic excellence.

I have been on the Spring ISD Board for nine years – three terms.

I served as a representative of the Gulf Coast Association of School Boards on the Texas Association of School Boards (TASB) on the Legislative Advisory Council (LAC) lobbying for equitable funding from our State of Texas officials.

I am past Republican Precinct Chairman of Precinct Number 111, past President of the North Harris County YMCA and current board member. As a past participant in community youth sports through Klein Soccer and North Harris County YMCA for several years I have been a part of positive nurturing of community kids. I have served as President of the NHC YMCA in 2004-2005 and Vice-President of DASSAL Men's Softball League in Damman-Dharhan, Saudi Arabia.

I have four kids that have successfully matriculated through the Spring ISD system and attended top 10 nationwide universities, small universities both private and public institutions and are professionals today. I have one remaining kid in college and strive for their success and the success of all students.

I am motivated to give fair representation of the local schools and community which, is not always represented locally by our state executive and legislative branch of government. Wisdom and jurisprudence is not the sole domain of those elected officials at the state level and, I think I can share an ideology that better represents local government with the fiduciary restraint to work within the resources available.

I can present a view that reflects the growing ethnic changes with a view of persuasion so, that we retain and educate all students in the state of Texas to be competitive with the global workforce. Coming from what come call the most diverse city in America, Houston, gives me local exposure to contribute to the direction in which, the state of Texas is growing.

I, **Ron Crier**, am asking that you entrust me as TASB Director representing Region 4A with your school district endorsement at your next board meeting.

**ENDORSEMENT FORM**

Date \_\_\_\_\_

Sylvester E. Vasquez, Jr., Chair  
TASB Nominations Committee  
P. O. Box 400  
Austin, Texas 78767-0400

This form to be used to endorse a nominated individual from a BOARD within your TASB Region who has completed the July 2, 2012 requirements.

**Endorsements will only be accepted if acted on from JULY 3 to AUGUST 29. Must be received in the TASB Austin office on or before AUGUST 29, 2012**

Dear Mr. Vasquez:

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

**CANDIDATE INFORMATION**

NAME: \_\_\_\_\_  
SCHOOL DISTRICT: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_, TEXAS ZIP \_\_\_\_\_

This endorsement was approved by our school district's board of trustees at a duly called meeting on \_\_\_\_\_.  
(Date)

Sincerely,

\_\_\_\_\_  
(BOARD PRESIDENT)

NAME: \_\_\_\_\_  
SCHOOL DISTRICT: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_, TEXAS ZIP \_\_\_\_\_

**Must be received in the TASB Austin office on or before AUGUST 29, 2012**

**RETURN TO:  
TASB, Attn: Management Services  
P.O. Box 400, Austin, Texas 78767-0400  
or FAX (512) 467-3554**



**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
HISPANIC HERITAGE MONTH**

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution proclaiming September 15 – October 15, 2012 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE**

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

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

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent of Schools

## Resolution

Whereas, September 15, the beginning of the Anniversary of Independence Day observances for five Latin American Countries, is celebrated among American Hispanics as an event of major cultural and community significance; and

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

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

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

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September 15 – October 15, 2012, as

### Hispanic Heritage Month in LCISD

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

August 16, 2012



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Michael Richard, President

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Julie Thompson, Secretary

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

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

April 13, 2004 Lamar CISD entered into an agreement with Region 4 to provide facilities maintenance and operation administrative management services. This new two year interlocal agreement will keep the current monthly rate of \$16,667.00. Since 2004 the District has benefitted a savings of \$1.4 million in reorganization efficiencies and energy reduction projects reducing annual utility budgets.

**PROGRAM DESCRIPTION:**

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

Submitted by: J. Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## INTERLOCAL AGREEMENT

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

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

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

### **PREMISES**

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

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

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

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

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

### **AGREEMENT**

#### I. Purpose

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

## II. Term and Termination

### A. Term

This Agreement shall be effective as of September 01, 2012 (Effective Date”) and shall remain in effect for a twenty four (24) month period beginning on the effective date (“Term”).

### B. Termination

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

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

## III. Duties and Responsibilities

### A. Region 4 ESC

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

1. One professional “Director of Maintenance and Operations” for 181 days in the district on a schedule to be mutually agreed upon by the Parties and responsible for:
  - a. Direction and leadership to the overall daily operations and management functions of LCISD’s M&O department as per LCISD’s stated and approved “Policies and Procedures”
  - b. Continuous Energy Management Program leadership and oversight and assist with the implementation and continued improvement of the LCISD’s Energy Administrative Regulation,
  - c. Assist in the annual budget preparation of the department
  - d. Provide weekly and monthly department status reports as requested by LCISD
  - e. Assist as necessary in the implementation of the electronic timekeeping system adopted by LCISD as it relates to the maintenance and operations department
  - f. Evaluate and develop a re-organization plan, maintaining the “Plan and Schedule Work Activities” model, for the maintenance and operations department to prepare for future growth of LCISD
  - g. Personnel Management
    - i. Provide a written reprimand for those actions requiring disciplinary action
    - ii. Approval of timesheets and absence from duty requests
    - iii. Conduct annual employee evaluations
    - iv. Continue to evaluate all current job descriptions, classifications, duties, work schedules, and assign and reassign employees as necessary
2. One professional “Assistant Director of Maintenance and Operations” ” for 136 days in the district on a schedule to be mutually agreed upon by the Parties and responsible for:

- a. Performing M&O coordination functions as directed by the Director of M&O
  - b. M&O staff development and employee training program conducive to the districts M&O functions to ensure continuous improvement of department operations effectiveness and efficiencies
  - c. Assisting with reviewing and prioritizing daily work requests as needed
  - d. Providing assistance, when requested by LCISD's Administrator of Operations, to the District's current and future "Capital Improvement Bond Construction Programs" and coordinate/facilitate all design phase plan reviews with district M&O trade specialist representing the district's M&O interest
  - e. Performing all other duties as assigned by the Region 4 Director of Maintenance & Operations
3. Provide professional maintenance, operations, and design/construction sustainability commissioning consulting support as needed and requested
  4. Work with the purchasing department to produce quality Requests For Proposals (RFP) that will provide quality service, materials, and supplies needed by the maintenance and operations department
  5. Continue the M&O "Staff Performance Benchmarking" program
  6. Continue with the development and implementation a department Standard Operating Procedures (SOP) manual
  7. Provide environmental training in the areas of asbestos and hazardous communications as needed

#### B. Lamar CISD Duties and Responsibilities

Pursuant to this Agreement, LCISD will provide the following:

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

#### IV. Fees and Expenses

1. The annual fee for Region 4 ESC's services is Two Hundred Thousand and Four Dollars (\$200,004.00).
2. Payment will be billed to LCISD based on a monthly draw schedule in equal payments of Sixteen Thousand Six Hundred Sixty Seven Dollars (\$16,667) per month for the duration of this agreement.
3. LCISD will reimburse Region 4 ESC for, district approved, travel and lodging expenses (actual) for out-of district functions attended by the Director and Assistant Director of Maintenance and Operations.

## V. Miscellaneous Provisions

### A. Liability

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

### B. Immunity as a Defense

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

### C. Notices

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

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

REGION 4 ESC: Region 4 Education Service Center  
7145 West Tidwell  
Houston, Texas 77092-2096  
(713) 744-6331 Phone  
(713) 744-0688 Fax  
Attn: Bob Baker, Deputy Executive Director, Support Services

### D. Relationship

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

E. Jurisdiction/Venue

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

F. Assignment

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

G. Severability

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

H. Agreement

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

I. Warranty

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

*This space intentionally left blank.*



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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REGION 4 EDUCATION SERVICE CENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF ARCHITECT CONTRACT FOR THE  
TRAYLOR STADIUM RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve PBK Architects for the renovations to Traylor Stadium and allow the superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 8, 2011, a bond referendum was approved that included renovations of Traylor Stadium including track and turf replacement. The Board Facilities Committee, Gilbane Building Company and the Administration recommend that contract negotiations begin immediately with PBK Architects for the renovations to Traylor Stadium.

**PROGRAM DESCRIPTION:**

Upon approval PBK Architects will begin working with the District to create a program and design for the renovations to Traylor Stadium and begin the process to replace the turf and track.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE TRAYLOR  
STADIUM RENOVATIONS AND THE AGRICULTURAL FACILITY RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria (attached) for the renovations to Traylor Stadium and the district Agriculture Facility.

**IMPACT RATIONALE:**

The Texas Education Code 44.031 defines the methods of procurement available to the District for purchases totaling \$50,000.00 or more. In addition, the Texas Government Code 2267 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the renovations to Traylor Stadium and the Agriculture Facility.

**PROGRAM DESCRIPTION:**

The competitive sealed proposal method of procurement promotes competitive pricing among the bidders, but allows negotiations between the District and the selected contractor(s) before the contract is finalized. As the District must state its selected method of procurement, as well as the evaluation criteria in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT**

A. In determining the Selected Offeror, the Owner will evaluate the information derived from the Offeror's (Contractor's) Qualification Statement required herein, the information submitted on the Proposal Form, and other selection criteria including, but not be limited to the following:

<i>Question Total</i>	<i>Criteria</i>	<i>Source</i>	<i>Scoring Procedure</i>	<i>Score</i>	<i>Factor</i>	
<i>1</i>	<i>Team Orientation</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>2</i>	<i>Quality of Work</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>3</i>	<i>Maintenance of Schedule</i>	<i>References</i>	<i>References in Houston Area are asked whether or not the schedule was met on their project</i> Responses are scored as follows: Completed ahead of schedule overcoming uncontrollable circumstances = 5 pts Completed ahead of schedule = 4 pts Completed on schedule = 3 pts Completed less than two weeks behind schedule = 1 pts Completed more than two weeks behind schedule = 0 pts Points from multiple references are averaged	<i>5</i>	<i>1</i>	<i>5</i>
<i>4</i>	<i>Change Order Reputation</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>5</i>	<i>Warranty Work</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>6</i>	<i>Client Satisfaction</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>7</i>	<i>Time in Business</i>	<i>AIA 305</i>	<i>The evaluation team will acquire the year of establishment from the AIA 305 submitted by the Contractor (year to year – no months calculated.</i>	<i>10</i>	<i>0.5</i>	<i>5</i>

Responses are scored as follows: 0-1 yr = 0 pt;  
 2-3 yrs = 1 pt; 4-5 yrs = 2 pts; 6-7 yrs = 3 pts  
 8-9 yrs = 4 pts; 10-11 yrs = 5 pts; 12-13 yrs = 6 pts;  
 14-15 yrs = 7 pts; 16-17 yrs = 8 pts; 18-19 yrs = 9 pts;  
 20 yrs + = 10 pts

8	<i>Experience</i> (type and size)	<i>AIA 305</i>	<b>Count number of school projects in the Houston Area that fall within a +/- 25% range of the project budget</b> Contractor earns one point for each project up to a maximum of 10 points.	10	0.5	5
9	<i>Proposed Team</i>	<i>Proposal Information</i> (resumes)	<b>Resumes for Project Manager and Superintendent will each be evaluated and points given to the team for the following:</b> Time in business (for each individual): 10+ yrs = 4 pts; 8-9 yrs = 3 pts; 5-7 yrs = 2 pts; 2-4 yrs = 1 pt; and less than 2 yrs = 0 pts. Number of school projects completed (for each individual): 4+= 4 pts; 3 = 3 pts; 2 = 2 pts; 1= 1 pt; 0 = 0 pts. Time with the Company (for each individual) 5+ yrs = 5 pts; 4 yrs = 4 pts; 3 yrs = 3 pts; 2 yrs = 2 pts; 1 yr = 1 pt; and less than 1 yrs = 0 pts. Number of projects completed as a team: 5+= 10 pts; 4 = 8 pts; 3 = 6 pts; 2 =42 pts; 1= 2 pts; and less than 1 = 0 pts.	36	0.2778	10
10	<i>Close Out Record</i>	<i>Proposal Information</i> (close out Records)	<b>Contractor furnishes information on a minimum of 5 school projects completed under CSP or Hard Bid of comparable size as defined above.</b> Contractor to provide corresponding copies of Certificates of Substantial Completion as well as Final Applications for Payment (both signed by the Architect) for each of the five Projects. The number of days between substantial completion and final payment will be calculated and averaged.	5	1	5
11	<i>Safety Rating</i>	<i>AIA 305</i>	<b>Contractors to provide the Owner with their Experience Modifier Rate (EMR).</b> Those with EMR of 0.50 or less = 5 pts; EMR of 0.51 – 0.85 = 4 pts; EMR of 0.86 – 0.99 = 3 pts; EMR greater than 1.00 = 0 pts. a maximum of 10 points.	5	1	5
12	<i>Base Proposal</i>	<i>Proposal Form</i>	<b>Contractor to submit their Competitive Sealed Proposals on the forms included in the Specification Manual.</b> Low Price = 40 pts. For Subsequent Proposer’s, the low Proposer’s price shall be divided by the Subsequent Proposer’s price to get a percentage (factor) that is multiplied by the score to get the total.	40	1	40

**Total Possible Score            100**

B. The Selection Committee consisting of Lamar Consolidated ISD administrators, program managers, architects, consultants and other staff will make an initial evaluation of the proposals. The committee’s recommendation will be considered by the Lamar Consolidated ISD Board of Trustees (“Board”). The District reserves the right to review the recommendation with the Director of Maintenance and Operations and others deemed appropriate by the District prior to review by the entire Board. The final decision-making authority on the proposals rests with the full Board. Decision-making authority has not been delegated to any person or entity other than the Board.

- C. The District will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- D. The District reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District.
- E. A decision regarding determination of the successful Offeror will be made by the District as soon as practical.

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve Charlie Kalkomey Surveying Inc. for professional surveying services (land survey) for the existing Agricultural Facility not to exceed the amount of \$9,500.

**IMPACT/RATIONALE:**

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2006 Available Bond Funds. Services include a standard topographic survey needed for the design of the renovations to the existing Agricultural Facility.

**PROGRAM DESCRIPTION:**

Professional surveying services will generate reports and drawings locating property boundaries, locations of easements, information on site utilities, etc. The land survey is necessary for the renovations to the existing Agricultural Facility.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.**  
**A JONES & CARTER COMPANY**

6415 READING ROAD  
ROSENBERG, TEXAS 77471  
281 342-2033

August 8, 2012

Stephanie Roberts  
[sroberts@gilbaneco.com](mailto:sroberts@gilbaneco.com)

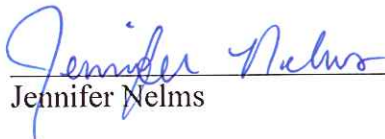
Re: Cost Estimate and Contract  
Topographical survey on the Lamar Consolidated ISD Agricultural Barn, Fort Bend  
County, Texas.


**Charlie Kalkomey Surveying, Inc. submits this estimate\* for surveying the above subject tract:**

**\$9,500.00 non-taxable**  
**(\$8,000 for the surveying work and \$1,500 for utility locations)**

Services include a topographical field survey of the above referenced tract, calculations, drafting, five (5) blackline prints of the survey plat, and a metes and bounds description of the property.

Thank you for giving Charlie Kalkomey Surveying, Inc. the opportunity to make this proposal. If the terms are acceptable, please sign below and return via fax at 281-232-9909, followed by the original mailed/faxed copy. **By signing below, you agree to enter into a contract for surveying services and the attached General Conditions, and to remit payment for the final invoice upon delivery of survey product(s). Should funds from closing not cover the invoice, or should the closing be cancelled, you agree to pay the final invoice amount in full.**

  
\_\_\_\_\_  
Jennifer Nelms

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted By: (Signature)  
(Party liable for payment)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\* This is an estimate based on previous field and office experience on properties within this size range, with similar physical features. The above estimate is not meant to imply a not-to-exceed price. All real property has its own individual history and cannot be estimated on area alone. This estimate is subject to change after 30 days from date hereon.  
E:\Surveying\proposals\Lamar CISD Ag Barn topo estimate.doc



**GENERAL CONDITIONS OF AGREEMENT**  
**CHARLIE KALKOMEY SURVEYING, INC.**

**AUTHORIZATION FOR WORK TO PROCEED**

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Charlie Kalkomey Surveying, Inc. (CKSI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**STANDARD OF PRACTICE**

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

**BILLING AND PAYMENT**

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

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

**OWNERSHIP/REUSE OF DOCUMENTS**

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

**INSURANCE**

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

**LIMITATION OF LIABILITY**

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

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

**INDEMNIFICATION**

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

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

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

**CONSEQUENTIAL DAMAGES**

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

**TERMINATION**

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

**SUCCESSORS AND ASSIGNS**

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

Charlie Kalkomey Surveying, Inc. is a company name (d.b.a.) that Jones & Carter, Inc., uses for its survey division. This agreement is with Jones & Carter, Inc. (J&C), and for all legal purposes, J&C replaces CKSI.

**SEVERABILITY**

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

**SPECIAL PROVISIONS**

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

**CONTROLLING LAW**

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

**CONSIDER APPROVAL OF APPRAISAL CALENDAR FOR PROFESSIONAL  
DEVELOPMENT APPRAISAL SYSTEM (PDAS) FOR THE 2012 – 2013 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the appraisal calendars for the 2012-2013 school year as presented.

**IMPACT/RATIONALE:**

As per subsection 21.351 of the Texas Education Code, each school district shall establish a calendar for teacher appraisals during the required days of instruction for students during one school year.

Rules adopted by the State Board of Education, February 11, 1994, indicate that the local district board of Education must approve appraisers other than the teacher's supervisor.

- (1.) At least one appraisal is required each year for each teacher.
- (2.) An appraisal consists of at least one 45-minute observation by an appraiser.
- (3.) Each school district shall establish a calendar for appraisal during the required days for instruction for students during one school year. The appraisal calendar:
  - (A.) shall exclude the first three weeks of instruction;
  - (B.) shall prohibit observations on the last day of instruction before any official school holiday or on any other day deemed inappropriate by the board of trustees; and
  - (C.) shall provide that all observations be completed 15 working days before the last day of instruction for students.

**PROGRAM DESCRIPTION:**

See attached calendars for appraisal dates. For the 2012-2013 school year, four appraisal calendars are being presented. The rule emphatically states that no observations are allowed on a campus during state mandated testing days for that campus, which vary among the elementary, middle, junior high and high schools.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources  
Christine Muzik, Assistant Director of Staffing & Records Management

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

## ELEMENTARY Appraisal Calendar

The Appraisal Period for each teacher includes all of the days of the teacher's contract. Observations are prohibited for all teachers on a campus during state mandated testing for the campus. Observations are also prohibited on days before and after a district declared holiday.

### APPRAISAL PERIOD: 9/17 - 5/7

#### Teachers not requiring PDAS orientation:

Section I of the Teacher Self-Report Form is due to the Principal and observations may begin September 17, 2012 for those individuals who have received PDAS training.

#### Teachers requiring PDAS orientation:

Section I of the Teacher Self-Report Form is due to the Principal within the first three weeks from the day PDAS orientation is completed, exclude observations in the three weeks following the day of completion of the PDAS. Teachers currently on waiver do not need to complete Section I.

New hire PDAS initial training for the 2012 - 2013 school year is attached.

♦(Teacher's Responsibility) Two weeks prior to Summative Conference, revision to Section I (if necessary) and completion of Sections II and III of the teacher Self-Report Form due to principal.

♦(Principal's Responsibility) Summative Annual Appraisal due to teachers no later than 5 working days before the Summative Conference and no later than 15 working days before the last day of instruction for students.

### IMPORTANT DATES

- May 7** Last day for Summative Annual Report to be completed
- May 15** All Summative Conferences must be completed
- May 31** All Teacher Appraisals must be submitted

### STAAR TESTING

April 2, 3, 23, 24

Luis Hernandez, Briscoe JH

# 2012

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JULY	1	2	3	4	5	6	7
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# 2013

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## MIDDLE SCHOOL Appraisal Calendar

The Appraisal Period for each teacher includes all of the days of the teacher's contract. Observations are prohibited for all teachers on a campus during state mandated testing for the campus. Observations are also prohibited on days before and after a district declared holiday.

### APPRAISAL PERIOD: 9/17 - 5/7

#### Teachers not requiring PDAS orientation:

Section I of the Teacher Self-Report Form is due to the Principal and observations may begin September 17, 2012 for those individuals who have received PDAS training.

#### Teachers requiring PDAS orientation:

Section I of the Teacher Self-Report Form is due to the Principal within the first three weeks from the day PDAS orientation is completed, exclude observations in the three weeks following the day of completion of the PDAS. Teachers currently on waiver do not need to complete Section I.

New hire PDAS initial training for the 2012 - 2013 school year is attached.

♦(Teacher's Responsibility) Two weeks prior to Summative Conference, revision to Section I (if necessary) and completion of Sections II and III of the teacher Self-Report Form due to principal.

♦(Principal's Responsibility) Summative Annual Appraisal due to teachers no later than 5 working days before the Summative Conference and no later than 15 working days before the last day of instruction for students.

### IMPORTANT DATES

- May 7 Last day for Summative Annual Report to be completed
- May 15 All Summative Conferences must be completed
- May 31 All Teacher Appraisals must be submitted

### STAAR TESTING

April 23, 24

*Luis Hernandez, Biscoe J.H.*

# 2012

	S	M	T	W	T	F	S
JULY	1	2	3	4	5	6	7
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# 2013

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## JUNIOR HIGH SCHOOL Appraisal Calendar

The Appraisal Period for each teacher includes all of the days of the teacher's contract. Observations are prohibited for all teachers on a campus during state mandated testing for the campus. Observations are also prohibited on days before and after a district declared holiday.

### APPRAISAL PERIOD: 9/17 - 5/7

#### Teachers not requiring PDAS orientation:

Section I of the Teacher Self-Report Form is due to the Principal and observations may begin September 17, 2012 for those individuals who have received PDAS training.

#### Teachers requiring PDAS orientation:

Section I of the Teacher Self-Report Form is due to the Principal within the first three weeks from the day PDAS orientation is completed, exclude observations in the three weeks following the day of completion of the PDAS. Teachers currently on waiver do not need to complete Section I.

New hire PDAS initial training for the 2012 - 2013 school year is attached.

♦(Teacher's Responsibility) Two weeks prior to Summative Conference, revision to Section I (if necessary) and completion of Sections II and III of the teacher Self-Report Form due to principal.

♦(Principal's Responsibility) Summative Annual Appraisal due to teachers no later than 5 working days before the Summative Conference and no later than 15 working days before the last day of instruction for students.

### IMPORTANT DATES

- May 7** Last day for Summative Annual Report to be completed
- May 15** All Summative Conferences must be completed
- May 31** All Teacher Appraisals must be submitted

### STAAR TESTING

- April 2, 3, 23, 24, 25
- May 6, 7

Luis Hernandez, Briscoe JH

# 2012

# 2013

	S	M	T	W	T	F	S
JULY	1	2	3	4	5	6	7
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	23 <sub>30</sub>	24	25	26	27	28	29

## HIGH SCHOOL Appraisal Calendar

The Appraisal Period for each teacher includes all of the days of the teacher's contract. Observations are prohibited for all teachers on a campus during state mandated testing for the campus. Observations are also prohibited on days before and after a district declared holiday.

### APPRAISAL PERIOD: 9/17 - 5/7

#### Teachers not requiring PDAS orientation:

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♦(Principal's Responsibility) Summative Annual Appraisal due to teachers no later than 5 working days before the Summative Conference and no later than 15 working days before the last day of instruction for students.

### IMPORTANT DATES

- May 7** Last day for Summative Annual Report to be completed
- May 15** All Summative Conferences must be completed
- May 31** All Teacher Appraisals must be submitted

### TAKS / STAAR / EOC TESTING

- March 4
- April 1, 2, 3, 4, 22, 23, 24, 25
- May 6, 7

*Luis Hernandez, Briscoe JH*

# 2012

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JULY	1	2	3	4	5	6	7
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# 2013

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**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR TEACHING STAFF,  
2012-2013 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the 2012-2013 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar CISD.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Listed below are staff members who are new to LCISD or have recently become certified as PDAS appraisers for the 2012-2013 school year.

Frederick Black  
Creighton Jaster  
Margaret Patton  
Sean Riley  
Dave Snook  
Brooke Vyoral

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF WATERFORD SOFTWARE PURCHASE**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of the upgrade and additional license for Waterford Early Reading, Math and Science, from NCS Pearson in the amount of \$211,990.

**IMPACT/RATIONALE:**

It was determined that the new version was a significant improvement instructionally and technically after trials at Thomas and Taylor Ray Elementary. This purchase will be funded with 2011 bond technology funds.

**PROGRAM DESCRIPTION:**

Waterford Early Learning is an adaptive technology supplemental software program, aligned to the TEKS, which provides explicit and systematic instruction, review, and practice on foundational reading, math, and science content. The use of the Waterford Early Reading program began in the district in 1998. Waterford Early Learning meets the needs of our early learners PK-2 by using highly engaging multimedia songs, game-like practices and assessments to provide remediation and intervention on targeted learning objectives.

Please reference the attached quote.

Submitted by: David Jacobson, Chief Technology Information Officer  
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# Waterford Implementation Proposal Lamar CISD

**Quotation Summary**

Quote Date 7/6/2012  
 Quote Expires 10/4/2012 (90 Days From Quote Date)  
 Quote Prepared For David Jacobson  
 School District Name Lamar CISD  
 No. of Schools Quoted 21

Account Executive Lisa Gonzales/Mandi O'Donnell  
 Office Phone No. 832-586-6364  
 Fax No. 832-213-4259  
 E-mail Address Lisa Gonzales/Mandi O'Donnell

**Waterford Product Pricing Details**

Type of Purchase Upgrade Version 5.0  
 Type of Configuration Server  
 Type of Licensing Per Station

Customer Classification Public School without PreK  
 No. of Classrooms \_\_\_\_\_  
 No. Stations Purchased \_\_\_\_\_

Quantity	Item Description	Unit Cost	Extended Cost
<b>SOFTWARE</b>			
190	Reading Version Upgrade Levels 123	\$ 390.00	\$ 74,100.00
170	Math and Science Version Upgrade Levels 123	\$ 390.00	\$ 66,300.00
17	Full Curriculum Version Upgrade Levels 123	\$ 600.00	\$ 10,200.00
195	Waterford Early Reading Version Upgrade Levels 123- SITE license upgrade-Jackson	\$ 40.00	\$ 7,800.00
400	Waterford Early Reading Levels 123- SITE license-Seguín	\$ 120.00	\$ 48,000.00
	Discount		\$ (30,960.00)
	<b>Software Subtotal</b>		<b>\$ 175,440.00</b>
<b>SERVICES</b>			
4	Best Practices Training for Waterford Full Curriculum - 3 Onsite Days	\$ 5,100.00	\$ 20,400.00
4	Waterford 5.0 Centralized Single Server Software Integration	\$ 1,600.00	\$ 6,400.00
6	WF 5.0 Integration of Client Stations-up to 4 Schools & 35 Computers per site (sold with server integration)	\$ 1,600.00	\$ 9,600.00
	<i>Each training day consists of 6 hours, with a maximum of 12 participants at one time.</i>		
	<b>Services Subtotal</b>		<b>\$ 36,400.00</b>
	<b>Waterford Product Total</b>		<b>\$ 211,840.00</b>

**Please submit PO for \$211,990.00 to:**  
 Fax: (800) 213-7470  
 email: [fieldoperations@pearson.com](mailto:fieldoperations@pearson.com)

NCS Pearson  
 3075 W Ray Rd, Mail Stop 220  
 Chandler, AZ 85226  
 Phone: (888) 977-7900

<b>Shipping and Handling</b>	<b>\$ 150.00</b>
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<b>TOTAL COST OF IMPLEMENTATION</b>	<b>\$ 211,990.00</b>
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This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Not responsible for typographical or other errors. Pearson's standard licensing terms and conditions will apply to any order.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax-exempt, evidence of such tax exemption must be provided.

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF JULY 31, 2012)**

- Exhibit "A" gives the LCISD collections made during the month of July 31, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2011 through July 31, 2012.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2011-12 roll as compared to prior years. Through July 31, 2012, Lamar had collected 98.7% 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  
July 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	\$ 461,177.48	\$ 51,590.65	\$ 36,474.34	\$ 549,242.47	\$ 338,422.34	\$ 74,332.67	\$ 122,755.14	\$ 13,732.32
10	\$ 35,629.07	\$ 10,619.17	\$ 9,148.78	\$ 55,397.02	\$ 26,634.00	\$ 17,086.93	\$ 8,995.07	\$ 2,681.02
09	\$ 4,525.45	\$ 4,464.59	\$ 3,029.06	\$ 12,019.10	\$ 3,567.50	\$ 6,542.85	\$ 957.95	\$ 950.80
08	\$ 4,816.53	\$ 4,312.93	\$ 2,471.36	\$ 11,600.82	\$ 3,805.81	\$ 5,872.28	\$ 1,010.72	\$ 912.01
07	\$ 2,704.56	\$ 1,806.08	\$ 936.63	\$ 5,447.27	\$ 2,094.06	\$ 2,334.98	\$ 610.50	\$ 407.73
06	\$ 1,561.07	\$ 1,083.27	\$ 514.78	\$ 3,159.12	\$ 1,341.62	\$ 1,445.83	\$ 219.45	\$ 152.22
05	\$ 1,901.50	\$ 1,529.25	\$ 686.11	\$ 4,116.86	\$ 1,678.56	\$ 2,035.89	\$ 222.94	\$ 179.47
04	\$ 1,669.13	\$ 1,486.73	\$ 630.32	\$ 3,786.18	\$ 1,474.88	\$ 1,944.00	\$ 194.25	\$ 173.05
03	\$ 1,515.97	\$ 1,550.63	\$ 482.07	\$ 3,548.67	\$ 1,353.64	\$ 1,865.19	\$ 162.33	\$ 167.51
02	\$ 1,301.35	\$ 1,612.32	\$ 437.08	\$ 3,350.75	\$ 1,172.72	\$ 1,890.07	\$ 128.63	\$ 159.33
01	\$ 1,019.36	\$ 1,379.62	\$ 359.88	\$ 2,758.86	\$ 918.59	\$ 1,603.16	\$ 100.77	\$ 136.34
00	\$ 764.01	\$ 1,125.78	\$ 283.51	\$ 2,173.30	\$ 680.17	\$ 1,285.75	\$ 83.84	\$ 123.54
99	\$ 1,373.90	\$ 2,200.30	\$ 536.16	\$ 4,110.36	\$ 1,246.85	\$ 2,533.11	\$ 127.05	\$ 203.35
98	\$ 642.30	\$ 1,099.30	\$ 261.20	\$ 2,002.80	\$ 593.82	\$ 1,277.53	\$ 48.48	\$ 82.97
97	\$ 610.56	\$ 1,117.36	\$ 259.20	\$ 1,987.12	\$ 564.48	\$ 1,292.24	\$ 46.08	\$ 84.32
96	\$ 651.93	\$ 1,272.70	\$ 288.72	\$ 2,213.35	\$ 594.17	\$ 1,448.74	\$ 57.76	\$ 112.68
95	\$ 637.03	\$ 1,302.44	\$ 285.61	\$ 2,225.08	\$ 602.99	\$ 1,518.37	\$ 34.04	\$ 69.68
94	\$ 654.68	\$ 1,436.09	\$ 313.64	\$ 2,404.41	\$ 620.78	\$ 1,675.30	\$ 33.90	\$ 74.43
93	\$ 583.55	\$ 1,348.13	\$ 289.78	\$ 2,221.46	\$ 557.54	\$ 1,577.80	\$ 26.01	\$ 60.11
92	\$ 577.92	\$ 1,404.32	\$ 297.28	\$ 2,279.52	\$ 566.48	\$ 1,673.84	\$ 11.44	\$ 27.76
91	\$ 590.76	\$ 1,507.99	\$ 314.89	\$ 2,413.64	\$ 576.20	\$ 1,785.68	\$ 14.56	\$ 37.20
90	\$ 542.39	\$ 1,449.97	\$ 298.84	\$ 2,291.20	\$ 505.02	\$ 1,648.98	\$ 37.37	\$ 99.83
89	\$ 584.89	\$ 1,634.77	\$ 332.95	\$ 2,552.61	\$ 489.56	\$ 1,701.31	\$ 95.33	\$ 266.41
88 & prior	\$ 441.60	\$ 1,285.04	\$ 258.96	\$ 1,985.60	\$ 360.00	\$ 1,306.56	\$ 81.60	\$ 237.44
<b>Totals</b>	<b>\$ 526,476.99</b>	<b>\$ 99,619.43</b>	<b>\$ 59,191.15</b>	<b>\$ 685,287.57</b>	<b>\$ 390,421.78</b>	<b>\$ 137,679.06</b>	<b>\$ 136,055.21</b>	<b>\$ 21,131.52</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 7-31-12
11	\$ 132,226,942.56	\$ 5,424,456.65	\$ 137,651,399.21	\$ 135,841,722.98	\$ 620,227.88	\$ 113,226.65	\$ 136,575,177.51	\$ 1,809,676.23
10	\$ 1,709,271.04	\$ 60,626.71	\$ 1,769,897.75	\$ 1,023,826.27	\$ 219,226.43	\$ 222,451.99	\$ 1,465,504.69	\$ 746,071.48
09	\$ 832,887.31	\$ 105,161.40	\$ 938,048.71	\$ 394,021.16	\$ 96,403.58	\$ 67,165.46	\$ 557,590.20	\$ 544,027.55
08	\$ 481,526.15	\$ 116,182.59	\$ 597,708.74	\$ 238,119.02	\$ 46,394.24	\$ 26,754.66	\$ 311,267.92	\$ 359,589.72
07	\$ 342,288.30	\$ 107,759.44	\$ 450,047.74	\$ 155,971.14	\$ 21,711.88	\$ 10,430.80	\$ 188,113.82	\$ 294,076.60
06	\$ 272,649.57	\$ 71,241.58	\$ 343,891.15	\$ 110,988.45	\$ 13,605.65	\$ 5,221.37	\$ 129,815.47	\$ 232,902.70
05	\$ 249,944.89	\$ 1,062.04	\$ 251,006.93	\$ 35,442.84	\$ 11,710.55	\$ 4,605.22	\$ 51,758.61	\$ 215,564.09
04	\$ 164,187.60	\$ (4,117.71)	\$ 160,069.89	\$ 27,537.14	\$ 10,310.07	\$ 3,949.44	\$ 41,796.65	\$ 132,532.75
03	\$ 138,396.99	\$ (4,490.35)	\$ 133,906.64	\$ 12,616.94	\$ 8,814.60	\$ 2,349.22	\$ 23,780.76	\$ 121,289.70
02	\$ 120,166.26	\$ (5,084.47)	\$ 115,081.79	\$ 7,940.94	\$ 6,445.97	\$ 1,698.54	\$ 16,085.45	\$ 107,140.85
01	\$ 110,698.67	\$ (19,732.91)	\$ 90,965.76	\$ 7,538.23	\$ 7,224.09	\$ 1,862.05	\$ 16,624.37	\$ 83,427.53
00	\$ 105,343.99	\$ (29,907.47)	\$ 75,436.52	\$ 3,662.79	\$ 5,200.92	\$ 1,330.92	\$ 10,194.63	\$ 71,773.73
99	\$ 88,754.79	\$ (15,010.99)	\$ 73,743.80	\$ 5,116.16	\$ 7,709.09	\$ 1,916.87	\$ 14,742.12	\$ 68,627.64
98	\$ 76,029.84	\$ (14,259.75)	\$ 61,770.09	\$ 3,476.13	\$ 5,565.92	\$ 1,354.62	\$ 10,396.67	\$ 58,293.96
97	\$ 59,059.59	\$ (4,067.60)	\$ 54,991.99	\$ 2,096.29	\$ 3,648.47	\$ 853.86	\$ 6,598.62	\$ 52,895.70
96	\$ 59,195.77	\$ (3,599.38)	\$ 55,596.39	\$ 4,886.67	\$ 9,268.47	\$ 2,123.30	\$ 16,278.44	\$ 50,709.72
95	\$ 45,570.81	\$ (2,178.79)	\$ 43,392.02	\$ 3,300.51	\$ 6,548.29	\$ 1,471.32	\$ 11,320.12	\$ 40,091.51
94	\$ 36,115.39	\$ (2,178.79)	\$ 33,936.60	\$ 2,374.25	\$ 4,999.31	\$ 1,093.42	\$ 8,466.98	\$ 31,562.35
93	\$ 33,957.74	\$ (1,782.16)	\$ 32,175.58	\$ 2,377.46	\$ 5,345.14	\$ 1,158.41	\$ 8,881.01	\$ 29,798.12
92	\$ 31,726.55	\$ (1,192.93)	\$ 30,533.62	\$ 2,761.42	\$ 6,409.54	\$ 1,375.57	\$ 10,546.53	\$ 27,772.20
91	\$ 30,258.77	\$ (18,486.99)	\$ 11,771.78	\$ 2,611.20	\$ 6,388.30	\$ 1,323.40	\$ 10,322.90	\$ 9,160.58
90	\$ 22,822.04	\$ (42,771.45)	\$ (19,949.41)	\$ 1,652.04	\$ 4,252.82	\$ 880.04	\$ 6,784.90	\$ (21,601.45)
89	\$ 44,731.29	\$ (6,219.50)	\$ 38,511.79	\$ 1,995.40	\$ 5,163.22	\$ 1,063.49	\$ 8,222.11	\$ 36,516.39
88 & prior	\$ 8,152.40		\$ 8,152.40	\$ 2,031.07	\$ 5,345.97	\$ 1,081.03	\$ 8,458.07	\$ 6,121.33
<b>Totals</b>	<b>\$137,290,678.31</b>	<b>\$5,711,409.17</b>	<b>\$143,002,087.48</b>	<b>\$137,894,066.50</b>	<b>\$1,137,920.40</b>	<b>\$476,741.65</b>	<b>\$139,508,728.55</b>	<b>\$5,108,020.98</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>	98.7%	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 JULY 31, 2012**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 7-31-12</b>	<b>% OF BUDGET COLLECTED</b>
2011	2011-12	\$135,480,515	\$135,841,723	100.27%
2010 & Prior	2010-11 & Prior	\$2,950,000	\$2,052,344	69.57%
<b>TOTAL</b>		<b>\$138,430,515</b>	<b>\$137,894,067</b>	<b>99.61%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF JULY 31, 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	135,841,723
Adj. To Roll	\$ (388,332)	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,424,457
2 Collections	\$ 1,285,841	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,023,826	
Adj. To Roll	\$ 54,079	\$ 27,409	\$ (65,264)	\$ (117,676)	60,627	
3 Collections	\$ 406,776	\$ 267,371	\$ 248,471	\$ 394,021		
Adj. To Roll	\$ 110,409	\$ 21,693	\$ 96	\$ 105,161		
4 Collections	\$ 131,250	\$ 136,983	\$ 238,119			
Adj. To Roll	\$ 15,723	\$ 54,869	\$ 116,183			
5 Collections	\$ 106,810	\$ 155,971				
Adj. To Roll	\$ 78,704	\$ 107,759				
6 Collections	\$ 110,988					
Adj. To Roll	\$ 71,242					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 107,038,941	\$ 110,559,269	\$ 125,142,574	\$ 129,897,579	\$ 133,109,846	\$ 135,841,723
<b>ADJUSTED TAX ROLL</b>	\$ 107,271,844	\$ 110,853,346	\$ 125,502,163	\$ 130,441,606	\$ 133,855,917	\$ 137,651,399
<b>BALANCE TO BE COLLECTED</b>	\$ 232,903	\$ 294,077	\$ 359,589	\$ 544,028	\$ 746,071	\$ 1,809,676
<b>ADJ. TAXABLE VALUE</b>	\$ 6,931,272,841	\$ 8,542,622,859	\$ 9,671,495,642	\$ 10,052,140,881	\$ 9,809,528,171	\$ 9,902,622,151
<b>TOTAL % COLLECTIONS AS OF JULY 31, 2012</b>	99.8%	99.7%	99.7%	99.6%	99.4%	98.7%
<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.

AAA Asphalt Paving (Bowie Elementary)	Application # 5	\$ 23,829.49
Drymalla Construction (Adolphus Elem #22)	Application # 3	\$ 1,008,750.85
Drymalla Construction (George Ranch HS Build Out)	Application # 2	\$ 396,044.55
Drymalla Construction (Polly Ryon Middle)	Application # 3	\$ 585,300.70
Engineered Air Balance (George Ranch HS Build Out)	Application # 1	\$ 510.00
Hartfiel Architecture (Lamar HS – Tennis Courts)	Application # 5	\$ 195.00
Hartfiel Architecture (Lamar JHS – Tennis Courts)	Application # 5	\$ 130.00
Jerdon Enterprise (Transportation Satellite Center)	Application # 6	\$ 134,271.94
PBK Architects (Adolphus Elem #22 – Phase 1 – Reim)	Application # 12	\$ 247.50
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 3	\$ 3,721.16
PBK Architects (George Ranch HS Build Out)	Application # 2	\$ 2,323.00
PBK Architects (Natatorium)	Application # 19	\$ 89.67
PBK Architects (Polly Ryon Middle – Phase 1 – Reimbursables)	Application # 10	\$ 270.00



PBK Architects (Polly Ryon Middle – Phase 2)	Application # 3	\$	<b>6,169.66</b>
PBK Architects (Trans Satellite Center – Secondary Access)	Application # 6	\$	<b>1,122.25</b>
RDLR Architects (Misc. Campuses – Pink Elementary)	Application # 1	\$	<b>6,380.00</b>
Terracon (Adolphus Elem #22)	Application # 3	\$	<b>10,690.00</b>
Terracon (Polly Ryon Middle)	Application # 3	\$	<b>12,045.00</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 July, 2012:**

- The Department completed 952 requests with 30 new requests
- 41 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Repairing a leak in the domestic water piping at Foster High
- Coordinating the move of two portable buildings to Thomas Elementary
- Repairing a leak in the domestic water piping at Jackson Elementary
- Repairing the lighting in the covered bus parking area at Transportation
- Repairing the lighting in the forum at Briscoe Jr. High
- Repairing the intercom system at George Ranch High
- Repairing the score board wiring at Foster High
- Adding 10 new locks on classroom cabinets at Williams Elementary
- Repairing the fire alarm system at Jackson Elementary
- Replacing the fire sprinkler system pressure gauges at Travis Elementary
- Moving the stage back drop curtain forward in the auditorium at Briscoe Jr. High
- Repainting the black box in a classroom at Lamar High
- Repainting the ISS cubicles black in classroom F-111 at Lamar Jr. High
- Repainting a wall in room B-109 at Lamar Jr. High
- Repainting a wall in an office at Lamar Jr. High
- Repainting a wall in room E-115 and A-112 at Lamar Jr. High
- Replacing several floor tiles in the cafeteria at George Jr. High
- Repainting the A/C unit in room E-102 at Lamar Jr. High
- Repairing several floor tiles in the cafeteria at Jackson Elementary
- Repainting the walls, doors, and frames in the gym at Smith Elementary
- Repairing a table leg under the computer counter at Thomas Elementary
- Repainting and touching up walls in the E and F hall at Lamar Jr. High
- Installing FRP on the wall behind the kitchen sink at Taylor Ray Elementary
- Installing expansion joint self-leveling caulk along a brick wall and working on the backdoor entrance threshold by the cafeteria area at Dickinson Elementary
- Installing a new 2x4 in the window and re-hung the mini-blind in an upstairs office at Brazos Crossing
- Repainting the purple walls in the cafeteria area at Beasley Elementary
- Installing plywood on the south wall of the gymnasium, and priming/painting the wall the school colors at Beasley Elementary
- Repairing a keyboard tray in rooms R-4, D-2, and G-3 at Hubenak Elementary

- Caulking the corners of the walls in room B-5 at Hubenak Elementary

### **Custodial, Integrated Pest Control and Lawn Works:**

The Operations Department assisted by:

- Scheduling Gillen's Pest Control services at: Beasley, Bowie, Campbell, Dickinson, Hubenak, Huggins, Lamar High, Terry High, Natatorium, Navarro Middle, Thomas, Meyer, Smith, Travis, Wessendorff Middle, Brazos Crossing, Distribution, Hutchison, Velasquez, Williams, Band Road, Warehouse, and Ag Barn
- Providing rodent control at Smith and Jackson
- Providing ant control at Reading Jr. High
- Percentage of the summer cleaning process complete:
  - Cleaning walls: 80%
  - Scrubbing all VCT floors: 80%
  - Scrubbing all ceramic tile floors: 80%
  - Shampooing all carpets including read around carpets and various teachers personal carpets: 80%
  - Cleaning all teachers & student desks, tables, chairs, cabinets etc.: 80%
  - Power washing entrances and exits of buildings: 80%
  - Power washing dumpster areas: 80%
- Mowing district-wide
- Providing weed control at the new Transportation Facility
- Providing wasp control at Bowie Elementary

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



August 2012

### 2006 Bond Program Projects

#### **Transportation Satellite Facility**



Transportation Satellite

- Substantial completion was issued for the buildings April 30, 2012.
- The FM-1093 to Bois d'Arc connector was completed on April 11, 2012.
- The connection for the secondary drive and FM-1093 is complete.
- The secondary drive was substantially complete June 30, 2012.
- Ft. Bend Fire Marshal approved occupancy for the site and building on May 9, 2012.
- Projected close-out for the Satellite Transportation is August 2012.
- LCISD continues delivery of FF&E items for the office areas and maintenance building, including delivery of fuel for the vehicles.
- The City of Fulshear has started the annexation process for the substantially complete portion of the site over the next 60 days.



Natatorium Renovations

#### **Natatorium Phase I Renovations**

- Projected close-out is August 2012.

## 2011 Bond Program Projects

### **Agricultural Barn Renovations**

- The LCISD Board approved VLK Architects to design the Ag Barn renovations and the new Ag Barn.
- A kick-off meeting was held with Gilbane, VLK and the Career & Technology Director to discuss schedule and Scope for the renovations.
- Construction work is anticipated to occur November-December 2012.



GRHS Build-Out

### **George Ranch High School 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, & 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, & N1.
- Ceiling grid wire is complete in all areas.
- Ceiling grid is installed in areas L1, L2, & 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, & N1.
- Fixtures are being installed in areas L1, L2, & N1.



GRHS Build-Out

## 2011 Bond Program Projects

### **Judge James C. Adolphus Elementary**



Judge James C. Adolphus ES



Judge James C. Adolphus ES

- The Seventh project meeting was held on July 24, 2012 on-site and attended by Gilbane, PBK and Drymalla.
- The final plat was signed-off by Ft. Bend County on June 5, 2012.
- 95% 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 A, C, D, and E.
- Placement of the storm lines are complete.
- The concrete slab for the kitchen, cafeteria and stage area is scheduled to pour August 2, 2012.
- Kitchen inspected for underground layout of electrical and plumbing.
- CenterPoint coordinated the power pole and transformer locations.
- Drilling for sight lighting pole bases continues.
- Fire line rough-in installation is complete.
- Concrete was placed at staff area, special needs drop-off and pre-k area approach.
- Staff and parent/student drop off area parking is being prepared for concrete pour the week of August 6th.
- Irrigation sleeves are installed.
- Metal building delivery is scheduled for the week of July 30th.
- Metal building erector has mobilized on site in preparation for metal building delivery.
- Out-fall is 100% complete.

### **Polly Ryon Middle School**



Polly Ryon Middle School



Polly Ryon Middle School

- Site work and grading continues.
- Layout and drilling of piers is complete in all areas.
- Installation of grade beams is complete in all areas.
- Storm sewer installation is complete. Installation of other underground utilities continues.
- Electrical rough-in is complete for areas A & B and continues in areas C & D.
- Installation of the electrical duct bank is 75% complete.
- Plumbing rough-in is complete in areas A&B and continues in areas C&D.
- Concrete paving has been installed on 50% of the bus loop expansion lane.
- Driveway connection to the front parking area at Junior High is complete
- Vapor barrier has been installed in areas A & B.
- Concrete paving has been poured for drop-off lanes & front parking areas.
- Hollow core planks have been installed in areas A & B.
- Grouting of hollow core planks in areas A & B is complete.
- Coring of planks for plumbing penetrations has started.
- TxDOT has issued a permit for the widening of the bus drive connecting to FM-762.
- TEI has started design of the new traffic signal for the bus drive.
- Steel erection commenced on August 1, 2012 in areas A & B.

## **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>

**INFORMATION ITEM: ADVISE TEXAS PROGRAM**

Texas A&M University and Lamar Consolidated Independent School District joined in a memorandum of understanding for Advise Texas College Advising Corps Program. Advise Texas, housed at Texas A&M University, places recent college graduates of the University as college advisers in high schools statewide. Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the college or university they eventually choose. The Advise TX program has three main aims: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers foster a college-going culture.

The purpose of the MOU is to provide and appoint one adviser from the Advise TX program at the University to Terry High School.

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



### **INFORMATION ITEM: NEW DISTRICT LOGO**

The Lamar Consolidated Independent School District will implement a new logo in 2012-13. A logo is a critical aspect of organizational marketing and it is the chief visual component of an organization's overall brand identity. Logos are graphical displays of an organization's unique identity, and through colors and fonts and images they provide essential information about an organization that allows community members to identify with the core brand.

Currently, there are multiple District logos in use. The purpose of this logo/design is to create a uniform brand and "look" for the District. The selected logo incorporates the traditional sunburst inside the type treatment for "Lamar"—making it more iconic. The longstanding slogan "A Proud Tradition—A Bright Future" is included in the design.



Resource Person: Mike Rockwood, Executive Director of Community Relations

**INFORMATION ITEM: ADEQUATE YEARLY PROGRESS REPORT**

For the 2011-2012 School Year, LCISD met Adequate Yearly Progress (AYP). LCISD is one of the largest districts in Texas to meet AYP this year.

Below is a list of campus results.

<b>Campus</b>	<b>Status</b>	<b>Reason/Comment</b>	<b>School Improvement Stage</b>
LAMAR CHS	MISSED AYP	GRADUATION RATE	NONE
TERRY HS	MISSED AYP	MATHEMATICS (PERFORMANCE)	STAGE 1
FOSTER HS	MISSED AYP	MATHEMATICS (PERFORMANCE)	NONE
GEORGE RANCH HS	MISSED AYP	MATHEMATICS (PERFORMANCE)	NONE
LAMAR JH	MISSED AYP	READING (PERFORMANCE) AND MATHEMATICS (PERFORMANCE)	STAGE 1
GEORGE JH	MISSED AYP	READING (PERFORMANCE) AND MATHEMATICS (PERFORMANCE)	NONE
BRISCOE JH	MEETS AYP		
READING JH	MEETS AYP		
NAVARRO MIDDLE	MISSED AYP	READING (PERFORMANCE) AND MATHEMATICS (PERFORMANCE)	STAGE 1
WESSENDORFF MIDDLE	MEETS AYP		
WERTHEIMER MIDDLE	MEETS AYP		
BEASLEY EL	MISSED AYP	READING (PERFORMANCE)	STAGE 1
BOWIE EL	MISSED AYP	READING (PERFORMANCE)	NONE
JANE LONG EL	MISSED AYP	READING (PERFORMANCE) AND MATHEMATICS (PERFORMANCE)	NONE
SMITH EL	MEETS AYP		
TRAVIS EL	MEETS AYP		

<b>Campus</b>	<b>Status</b>	<b>Reason/Comment</b>	<b>School Improvement Stage</b>
TAYLOR RAY EL	MEETS AYP		
HUGGINS EL	MISSED AYP	READING (PERFORMANCE)	NONE
WILLIAMS EL	MEETS AYP		
MEYER EL	MISSED AYP	READING (PERFORMANCE)	NONE
AUSTIN EL	MEETS AYP		
DICKINSON EL	MEETS AYP		
T L PINK EL	MISSED AYP	READING (PERFORMANCE)	NONE
JUAN SEGUIN EL	MISSED AYP	READING (PERFORMANCE) AND MATHEMATICS (PERFORMANCE)	NONE
JACKSON EL	MISSED AYP	READING (PERFORMANCE)	NONE
CAMPBELL EL	MEETS AYP		
FROST EL	MEETS AYP		
HUTCHISON EL	MEETS AYP		
VELASQUEZ EL	MEETS AYP		
MCNEILL EL	MEETS AYP		
THOMAS EL	MEETS AYP		
HUBENAK EL	MEETS AYP		

Title I, Part A campuses in Stage One, Year One of School Improvement:

Beasley Elementary School  
 Navarro Middle School  
 Lamar Junior High School  
 Terry High School

Because these four campuses have not met AYP for two consecutive years in the same indicator, Stage One, Year One requirements must be implemented for the coming school year. Those requirements include:

- Notifying parents of the school choice option for the 2012-2013 school year, On Monday, August 13, 2012, the district mailed to parents in those four school zones a letter outlining their options for transfer to other campuses within LCISD.

- The Campus Improvement Plans for those four campuses must be aligned to identify the methods of remediation for the areas the campus missed AYP in for the last two years.
- The District Improvement Plan must be aligned to identify the steps the district will take to assist and support the four campuses in Stage One, Year One of School Improvement.

Other Implication of Stage One, Year One of School Improvement:

- Financial- The District must set aside 20% of the Title I, Part A funds from the federal government to pay for expenses incurred by the district and the campuses for complying with federal requirements. Some of these expenses include additional transportation costs and professional development for those campuses. That amount is approximately, \$620,000.
- Student Enrollment- Because of the school choice option, parents at these four campuses may choose to transfer their students to another campus. There could be a significant change in student enrollment throughout the district, especially at the secondary level.
- Physical Plant- Because of the school choice option, there could be a need to relocate portable classroom buildings to campuses that receive new students. The district will need to address other issues pertaining to the physical plant, including food service, maintenance and operations, security, and technology.
- Staffing- Should there be significant student enrollment changes, it will be necessary to move instructional staff to other campuses to meet student needs. These changes in staffing would be necessary up to and after the first day of school.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education  
Laura Lyons, Executive Director of Elementary Education  
Brian Moore, Director of Research and Accountability