



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, September 18, 2014

7:00 PM

Julie Thompson, President • Rhonda Zacharias, Vice President • Kay Danziger, Secretary
Anna Gonzales • Dar Hakimzadeh • Kathryn Kaminski • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
SEPTEMBER 18, 2014
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
 - A. August 19, 2014 - Special Board Meeting 6
 - B. August 19, 2014 - Regular Board Meeting 8
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. Public Hearing on Financial Integrity Rating System of Texas (FIRST) for fiscal year 2012 - 2013
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5. Advise Texas Program	112
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7. Retrofitting air conditioning to the current bus fleet	120
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11. CLOSED SESSION	

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 124
 - a. Approval of personnel recommendations or employment of professional personnel 125
 - b. Employment of professional personnel (Information) 134
 - c. Employee resignations and retirements 144
 - d. Consider employment of Director of Special Education 145
 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items
Future Agenda Items

ADJOURNMENT: (Time_____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 12th day of September 2014 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 19th day of August 2014, 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, Julie Thompson, at 6:30 p.m.

Members Present:

Julie Thompson	President
Rhonda Zacharias	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	Member
Frank Torres	Member

Others Present:

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

BUSINESS TRANSACTED

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

Minutes of the Special Board Meeting of August 19, 2014 – page 17

2. Public Hearing to Discuss Budget and Proposed Tax Rate for 2014 – 2015 School Year

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2014 – 2015 school year with the following agenda:

- Discussion of three budgets requiring official adoption by the Board of Trustees
 - General Operating Fund
 - Debt Service Fund
 - Food Service Fund
- Proposed Two-Part Tax Rate

The meeting was opened to the public for discussion at 6:39 p.m.

Mr. Dan Ives addressed the Board about taxes. He stated it was good to hear that there is not a tax rate increase to fund the “estimated budget” for the coming year. But because the Fort Bend CAD property values are going up significantly, the Lamar CISD tax rate will be in fact a “Tax Increase” for most folks. He stated for there to be no tax increase, it would require that the tax rate be decreased in accord with increased property values. He stated that LCISD has called for a bond issue that would increase future I&S taxes, for funding “estimated costs”. He calls it runaway spending. He respectfully begs LCISD to stop tax waste and to change the way of doing business.

Mr. Carl Richards addressed the Board. He stated that as far as the tax rates and bond rate goes his comments are almost the opposite of the previous speaker. He stated that we should be doing more and not less. If you look back over time since 1977 interest rates are at an all-time low now. The rates in the 70s were 15 1/8%, your debt service cost, at this time 30 year treasury, is 3.38% today. If you don’t build these facilities the debt service cost will go up significantly over the next 10 years. He recommends the district come back sooner than 3 years for the next bond.

Mr. Joseph Greenwell addressed the Board about building facilities without adequate representation of the professionals who will be using them. An Athletic Director does not qualify as somebody with aquatics experience. He stated the district put together a bond issue with \$26m for facilities that once again have been designed without the input of professional aquatics individuals. He criticized the district for excluding individuals with the expertise from this decision. He stated the district just rubberstamps stuff. He suggested the Board do serious sole searching.

The hearing was closed to the public at 6:49 p.m.

ADJOURNMENT

The meeting adjourned at 6:50 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Julie Thompson
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 19th day of August 2014 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, Julie Thompson, at 7:00 p.m.

Members Present:

Julie Thompson	President
Rhonda Zacharias	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	Member
Frank Torres	Member

Others Present:

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

None

AUDIENCE TO PATRONS

Mr. Dan Ives addressed the Board to clarify some comments made by Mr. Rockwood, spokesperson for LCISD, which were made to the Fort Bend Herald. He stated that Mr. Rockwood indicated that all 103 LCISD bond projects have come in under budget estimates by Gilbane. Mr. Ives said this is not true. Mr. Ives said Mr. Rockwood indicated that IDC Inc. was a subcontractor to Gilbane not a silent partner. Mr. Ives claims this is not true.

Mr. Carl Richards gave background information about the “Elephant in the Room”, his wheel chair. After an accident, he was given a second chance and wants to give back because so many people gave to him during his time of need. He talked about the wheel chair accessibility at Traylor Stadium. He has seen that the board is doing renovations at the stadium and has not pushed the issue because he sees there are other priorities at the schools that could benefit more people. He said he was the one asking for field turf at the school due to safety issues. He said that if it is important enough to be used for Friday night games then it should be important enough at the other high schools when 75% of the students use the field for one reason or another. He said the Bond Committee process was frustrating; it could have been better organized.

4. APPROVAL OF MINUTES OF THE JULY 15, 2014 SPECIAL BOARD MEETING (WORKSHOP), JULY 17, 2014 SPECIAL BOARD MEETING, JULY 17, 2014 REGULAR BOARD MEETING AND THE AUGUST 5, 2014 SPECIAL BOARD MEETING

It was moved by Ms. Zacharias and seconded by Ms. Danziger that the Board of Trustees approve the minutes of the July 15, 2014 Special Board Meeting (Workshop), July 17, 2014 Special Board Meeting, July 17, 2014 Regular Board Meeting, and the August 5, 2014 Special Board Meeting. The motion carried unanimously.

5. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski reported the Finance Committee met and Ms. Ludwig clarified questions and discussed the budget and bond election. The same information was covered at the Public Hearing earlier this evening.

6. SUPERINTENDENT REPORTS

a. Meetings and Events

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b. Information for Immediate Attention

Dr. Randle reminded the board about convocation on August 20th; secondary is in the morning and elementary is in the afternoon. Also, the new teacher dinner is on Thursday evening.

c. Introductions

Dr. Bowen introduced new administrators to the district:

- Toshila Darjean, assistant principal, Lamar Junior High School
- Erin Forbes, assistant principal, Foster High School
- Jennifer Naranjo Iarussi, assistant principal, Taylor Ray Elementary School
- April McLaurin, assistant principal, Foster High School
- Mary Ellen Rocha, Director of Seguin Early Childhood Center
- Greg Tielke, assistant principal, George Ranch High School

ACTION ITEMS FOR CONSENT OF APPROVAL: 7. A-2 - 7. A-13; 7. A-15 – 7. A-17; 7. A-20 – 7. A-23; 7. B-1 - 7. B-2; 7. C-1; and 7. E-1 – 7. E-2

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

7. A GOAL: PLANNING

7. A-2 Adoption, by ordinance, the 2014 tax rate for the 2014-2015 school year

adopted, by ordinance, the 2014 tax rate. (See inserted page 20-A.)

7. A-3 Approval of 2014 Tax Year Appraisal Roll and New Property Value

approved the following documents submitted by Patsy Schultz, RTA, Fort Bend County Tax Assessor/Collector:

2014 Tax Year Value of New Property
2014 Tax Year Certified Appraisal Roll Totals

(See inserted pages 20-B—20-G.)

7. A-4 Approval of the Certification of 2014 Tax Year Anticipated Collection Rate

approved the anticipated tax collection rate of 100% for the 2014 tax year. (See inserted page 20-H.)

7. A-5 Approval of Resolution for Commitment of Fund Balance as of August 31, 2014

approved a Resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 20-I.)

7. A-6 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

7. A-7 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted page 21-A.)

7. A-8 Approval of Purchase of New and Refurbished Musical Instruments

approved the purchase of musical instruments from the following vendors:

Collins Music	Music & Arts Center	Sweetwater Sound
Fort Bend Music Center	Olivas Music	Taylor Music, Inc.
H&H Music	Romeo Music	Washington Music Center
Melhart Music Center	Steve Weiss Music	Woodwind & Brasswind, Inc.

7. A-9 Approval of Purchase of Musical Instrument Parts and Supplies

approved all vendors who responded with complete and acceptable bid responses to the musical instrument parts and supplies bid.

7. A-10 Approval of Instrument Repair Vendors

approved Collins Music Center, Fleming Instrument Repair, Fort Bend Music Center, H&H Music, and Music & Arts Center for instrument repair, and Duquette Piano Service and Fort Bend Music Center for piano tuning.

7. A-11 Approval of Donations to the District, including, but not limited to:

a. Frost Elementary School

approved donations to the district.

7. A-12 Approval of Agreement with Memorial Hermann Community Benefit Corporation

approved service agreement with Memorial Hermann Community Benefit Corporation. (See inserted pages 21-B—21-O.)

7. A-13 Approval of Memorandum of Understanding between DePelchin Children's Center and Lamar Consolidated Independent School District

approved the Memorandum of Understanding between DePelchin Children's Center and Lamar Consolidated Independent School District to implement the STAR (Services TO-At-Risk) Program through counselor and social worker referrals. (See inserted pages 21-P.)

7. A-15 Approval of Memorandum of Understanding with Fort Bend County

approved the Memorandum of Understanding for assistance to Fort Bend County in the case of a county emergency or natural disaster. (See inserted pages 21-R—21-S.)

7. A-16 **Approval of Documentation and Process for Naming Superintendent Designees for Automated Texas Education Agency Secure Environment (TEASE) Users**

authorized 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).

7. A-17 **Approval of Resolution proclaiming:**

a. Hispanic Heritage Month

approved the attached resolution proclaiming September 15—October 15, 2014 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District. (See inserted page 22-A.)

7. A-20 **Approval of Benefit Advocate Center (BAC)**

approved the recommendation to contract with Gallagher Benefit Services – Benefit Advocate Center (BAC). (See inserted pages 22-B—22-G.)

7. A-21 **Approval of CSP #12-2014 for the Williams Elementary Water Well and Waste Water Project**

approved Joslin Construction Texas, LLC for the Williams Elementary water well and waste water project in the amount of \$540,621.

7. A-22 **Approval of Contract with American Logistics Company**

approved the contract with American Logistics Company (ALC) thru the TCPN cooperative to provide an alternative transportation for qualifying students. (See inserted page 22-H—22-S.)

7. A-23 **Approval for District to Apply for a Waiver Certifying an Alternative to the Teacher Data Portal of the Texas Assessment Management System (TAMS)**

approved the submission of an expedited waiver application certifying the district uses Eduphoria Aware as a qualified alternative to the teacher data portal portion of the Texas Assessment Management System (TAMS).

7. B **GOAL: PERSONNEL**

7. B-1 **Approval of Appraisal Calendars for the 2014 – 2015 School Year**

approved the appraisal calendars for the 2014—2015 school year as presented.

7. B-2 **Approval of New PDAS Appraisers for Teaching Staff, 2014 – 2015 School Year**

approved the 2014 – 2015 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

7. C GOAL: INSTRUCTIONAL

7. C-1 Approval of Interagency Program Agreement between Lamar Consolidated Independent School District and the Carter’s Group Home Facility

approved the Interagency Program Agreement between Lamar Consolidated Independent School District (LCISD) and the Carter’s Group Home Facility (Carter’s Group Home) for the 2014-2015 school year. (See inserted pages 23-A—23-F.)

7. E GOAL: TECHNOLOGY

7. E-1 Approval of the Renewal of the Managed Print Services Maintenance Agreement

approved the renewal of the existing managed print services maintenance agreement with Ricoh, Inc. for two additional years

7. E-2 Approval of the Purchase of a New Security Camera System Server

approved Keep IT Simple (KIS) Computer Center’s proposal for a new server to be used for the district security camera system in the amount of \$23,893 to include hardware, software, and professional services.

7. A GOAL: PLANNING

7. A-1 Consider Adoption of 2014 – 2015 Budgets

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees adopt the 2014-2015 General Operating, Food Service, and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$ 213,200,638.*
Food Service Fund	\$ 13,090,890.
Debt Service Fund	\$ 44,572,070.

*Amount subject to change as final calculations are ongoing.

The motion carried unanimously.

7. A-14 Consider Approval of the 2014—2015 Service Provider Agreement with Fort Bend Regional Council on Substance Abuse

It was moved by Ms. Danziger and seconded by Mr. Torres that the Board of Trustees approve the Service Provider Agreement between the Fort Bend Regional Council on Substance Abuse and Lamar Consolidated Independent School District for campus programming during the 2014 – 2015 school year. The motion carried unanimously. (See inserted pages 23-G—23-I.)

7. A-18 **Consider Approval of Order to Enter into an Agreement with Fort Bend County and Other Entities to Hold a Joint Election and for the Provision of Election Services**

It was moved by Mr. Torres and seconded by Ms. Gonzales that the Board of Trustees approve the order to enter into an agreement with Fort Bend County and other entities to hold a joint election and to contract for election services in connection with the District's bond election to be held on Tuesday, November 4, 2014. The motion carried unanimously. (See inserted pages 24-A—24-R.)

7. A-19 **Consider Designation of Texas Association of School Boards Delegate and Alternate to the 2014 Texas Association of School Boards (TASB) Fall Convention**

It was moved by Ms. Thompson and seconded by Mr. Torres that the Board of Trustees designate Rhonda Zacharias as the delegate and Kay Danziger as the alternate to the 2014 Texas Association of School Board fall convention. The motion carried unanimously.

7. C **GOAL: INSTRUCTIONAL**

7. C-2 **Consider Approval of Instructional Material Recommendations**

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in K-12 classrooms in the Lamar Consolidated Independent School District. The motion carried unanimously.

7. D **GOAL: SAFE, DRUG-FREE DISCIPLINED SCHOOLS**

7. D-1 **Consider Approval of Interlocal Agreement with Region 4 Education Service Center Safe and Sound Education to Provide Criminal Background Searches**

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the renewal of the District's interlocal agreement with Region 4 Education Service Center Safe and Sound Education effective from October 1, 2014 through September 30, 2015. The motion carried unanimously. (See inserted pages 24-S—24-U.)

8. **INFORMATION ITEMS**

8. A **GOAL: INSTRUCTIONAL**

8. A-1 **State of Texas Assessments of Academic Readiness (STAAR) Results – Spring 2014**

8. A-2 **Quarterly Academic Update**

Mr. Brian Moore presented accountability ratings.

8. B GOAL: PLANNING

- 8. B-1 Tax Collection Report**
- 8. B-2 Payments for Construction Projects**
- 8. B-3 Region 4 Maintenance and Operations Update**
- 8. B-4 Bond Update**
- 8. B-5 Multi-Year Contract for Insurance Products**
- 8. B-6 Texas State Technical College Dual Enrollment**

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
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 7:53 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

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

9. A-1(a) Approval of Personnel Recommendations or Employment of Professional Personnel

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

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Employed

Antoine, Eugenia	TBD	Assistant Principal	Reading Jr. High
Foster, Tiffany	TBD	Assistant Principal	Pink Elementary
Green, Gwyn	TBD	Special Education Coordinator	Special Education
Wenglar, Tara	TBD	Coordinator for Student Achievement and Data Interpretation	Research and Accountability

FUTURE AGENDA ITEMS

Update on the fields at high school and address concerns.

A/C on school buses.

ADJOURNMENT

The meeting adjourned at 8:16 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Julie Thompson
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE 2014-2015 DISTRICT
AND CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approve the 2014-2015 District and Campus Improvement Plans.

IMPACT/RATIONALE:

Per Texas Education Code §11.252, the local Board of Trustees is responsible for ensuring that the District and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. Additionally, the Board must annually approve the District and the Campus performance objectives to determine that campuses are using appropriate measures to generate success.

PROGRAM DESCRIPTION:

The District and Campus Plans are required for the purpose of improving student performance. Each plan contains a Comprehensive Needs Assessment, which identifies areas in need of improvement, progress that has been made, and strategies that will be used to address the target areas.

Two campuses, Wessendorff and Navarro Middle Schools, must also participate in the Texas Accountability Intervention System (TAIS) since each campus did not meet the expectations for student growth in Index 2 of the State Accountability System.

The District Plan and the Campus Plans also contain strategies for addressing the objectives which support the six District Goals. Board members were given the District and Campus Improvement Plans on August 29, 2014 for review.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education
Ms. Laura Lyons, Executive Director of Elementary Education
Ms. Valerie Vogt, Academic Administrator
Mr. Brian Moore, Director of Research & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT CONCUSSION OVERSIGHT TEAM**

RECOMMENDATION:

That the Board of Trustees approve the Lamar Consolidated Independent School District Concussion Oversight Team composed of each athletic trainer and each team doctor from Foster, George Ranch, Lamar, and Terry High Schools.

IMPACT/RATIONALE:

The Texas Legislature passed HB 2038 (Natasha's Bill), which requires all school districts to follow specific guidelines for concussion management. It also requires districts to designate members of the District Concussion Oversight Team and develop protocols for concussion management within the district.

PROGRAM DESCRIPTION:

The Lamar Concussion Oversight Team members are:

Dr. William Mosi Jones, Dr. Jeffery Liang, Dr. Thomas Rivers, and District Trainers Lance Hale (GRHS), Gabrielle Rebecca (GRHS), Dennis Fyke(LCHS), Krystal Tyree (LCHS), Tiffany Kizziah (FHS), Melissa Long (FHS), Kevin Roberts (THS), and Cindy Tiegs (THS).

By law, a student athlete will be removed from any contest in which a concussion is suspected. Once the athlete has been removed for a suspected concussion, they must be cleared for activity by an appropriate health care professional. After being cleared, the athlete must follow a stepwise return to play protocol developed by a Concussion Oversight Team based on peer reviewed scientific evidence. This protocol has been implemented by the Lamar CISD athletic trainers and any medical professionals that are certified to treat injuries.

Submitted by: Mike Rice, Director of Athletics, Health & PE
Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

Home Care

LCISD Sports Concussion Information

Dear Parent/Guardian,

The Texas Legislature passed HB 2038(Natasha's Bill), which requires Lamar CISD to follow specific guidelines for concussion management. By law, your child will be removed from any contest in which a concussion is suspected. Once your child has been removed for a suspected concussion, they must be cleared for activity by an appropriate health care professional. In addition to requiring a Return to Play protocol, HB 2038 requires that the student and parent are educated in the risks associated with return to play.

It is crucial to allow enough healing and recovery time following a concussion to prevent further damage. Research suggests that the effects of repeated concussion are cumulative over time.

Most athletes who experience an initial concussion can recover completely as long as they do not return to contact sports too soon. Following a concussion, there is a period of change in brain function that may last anywhere from 24 hours to 10 days. During this time, the brain may be vulnerable to more severe or permanent injury. If the athlete sustains a second concussion during this time period, the risk of permanent brain injury increases.

Second Impact Syndrome – Second impact syndrome (SIS) refers to catastrophic events which may occur when a second concussion occurs while the athlete is still symptomatic and healing from a previous concussion. The second injury may occur within days or weeks following the first injury. Loss of consciousness is not required. The second impact is more likely to cause brain swelling with other widespread damage to the brain. This can be fatal. Most often SIS occurs when an athlete returns to activity without being symptom free from the previous concussion.

Immunity- The Return to Play guidelines required by state law indicate that parents, in consenting for their student to return to participation following a concussion, understand the immunity provisions contained in the law. Texas Education Code, Section 38.159. IMMUNITY. This subchapter does not: (1) waive any immunity from liability of a school district or open enrollment charter school or of district or charter school officers or employees; (2) create any liability for a cause of action against a school district or open-enrollment charter school or against district or charter school officers or employees; (3) waive any immunity from liability under Section 74.151, Civil Practice and Remedies Code; or (4) create any cause of action or liability for a member of a concussion oversight team arising from the injury or death of a student participating in an interscholastic athletics practice or competition, based on service or participation on the concussion oversight team.

Additional information about concussion management and HB 2038 can be found at www.uil.org under the health and safety link. The Lamar CISD Concussion Policy can be viewed in its entirety at www.lcisd.org under sports medicine on the Lamar Athletic Homepage.

Foster HS

Tiffany Kizziah
Tkizziah@lcisd.org
Melissa Long
Melong@lcisd.org

George Ranch HS

Lance Hale
LHale@lcisd.org
Gabrielle Rebecca
Grebbecca@lcisd.org

Lamar HS

Dennis Fyke
Dfyke@lcisd.org
Krystal Tyree
Ktyree@lcisd.org

Terry HS

Kevin Roberts
Keroberts@lcisd.org
Cindy Tiegs
Ctiegs@lcisd.org

Student Athlete Home Care for a Head Injury or Concussion

What is a concussion?

A concussion is a disturbance in the function of the brain caused by a direct or indirect force to the head or body. It results in a variety of symptoms and may, or may not, involve memory problems or loss of consciousness.

What should I do?

Any athlete suspected of having a concussion will be removed from play for the remainder of the workout and seek medical evaluation by a physician prior to returning to play. The best guideline is to note symptoms that worsen and behaviors that seem to represent a change in your son or daughter. If you have any question or concern about the symptoms you are observing, contact your family physician for instructions, or seek medical attention at the closest emergency department.

A person with a concussion may:

- Use acetaminophen (Tylenol[®]) for headaches
- Eat a light diet
- Use ice pack on head and neck
- Go to sleep as needed for comfort
- Rest (no strenuous activity or sports)

There is no need to:

- Wake up every hour
- Stay in bed
- Test reflexes

Do not:

- Drink alcohol
- Use computer/text/video games
- Drive while symptomatic
- Watch anything with a screen
- Exercise or lift weights
- Take ibuprofen, aspirin, naproxen or other nonsteroidal anti-inflammatory medications
- Consume caffeine drinks

Lights Out on Electronics

The use of computers, TV, phone, video games and texting, can delay the brain's healing process. Restriction from using these items as well as avoidance of concerts and loud music may improve healing time. During the next few days, limit TV time and only non-violent programs.

Academic Accommodation

The school administrators (principals, counselors and teachers) will be contacted and informed that the student athlete has sustained a concussion. The physician may request "academic accommodations" such as reduced or no homework for a few days. This should occur until the symptoms diminish. Please remind your child to check in with the school nurse or athletic trainer prior to going to class on the first day he or she returns to school.

Your child will also follow up with the school's athletic trainer and will be restricted from participating until the symptoms resolve and a physician has cleared them to start the Return to Play protocol. This protocol is a 5 step process that gradually increases stress over a period of a few days. If signs or symptoms return with stress, then the child will be restricted from exercise until he or she is able to workout without symptoms returning. The athlete will not be able to participate in competition until all academic accommodations are lifted and the Return to Play protocol is completed.

Go to the hospital immediately if any of these signs are visible:

- Worsening Headache
- Very Drowsy
- Confused
- Can't recognize people and places
- Vomiting
- Seizures
- Unsteady
- Slurred Speech
- Bleeding or clear fluid coming from ears/nose
- Unequal pupils

If you have any questions or concerns about the Lamar CISD concussion management protocol, please contact your campus athletic trainer.

**CONSIDER APPROVAL TO SUBMIT A STATE WAIVER TO THE
TEXAS EDUCATION AGENCY**

RECOMMENDATION:

That the Board of Trustees approve the Texas Education Agency request for maximum class size waivers for the elementary schools.

IMPACT/RATIONALE:

According to Board Policy EEB (LEGAL) and Texas Education Code (TEC) 25.112 the District is required to limit enrollment to 22 students in kindergarten through fourth grade classrooms. The Commissioner may provide an exception by applying for maximum class size waivers. In an effort to address budgetary constraints, facilities' needs, balance staffing, and meet class size requirements, the District's plan is to maintain an average 22:1 student teacher ratio in grades Kindergarten through 3rd grade and a maximum class size of 25 students in 4th grade.

To date, the campuses and grade levels indicated on the attachment are the only classes with more than 22 students in an individual classroom.

The elementary schools are listed on the attached table.

Once the approved TEA form is made available it will be completed and submitted.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

Class Size Information

Campus	Grade	Total Sections	Impacted Sections	Students	Grade Level Ratio	Campus K-3 Ratio
Austin*	Fourth	4	4	92	23:1	20:1
Dickinson	Second	4	2	90	22.5:1	21.5:1
Dickinson	Third	4	1	89	22.3:1	21.5:1
Frost*^	First	3	3	74	24.7:1	21.4:1
Hubenak*	First	7	3	157	22.4:1	21.7
Hubenak*	Third	8	4	180	22.5:1	21.7
Hubenak*	Fourth	6	6	142	23.7:1	21.7
Huggins*^	Fourth	4	4	97	24.3:1	21:1
Hutchison	Third	6	2	134	22.3:1	20.6:1
Hutchison*	Fourth	6	6	143	23.8:1	20.6:1
Jackson*	Kindergarten - Bil	1	1	26	26:1	16.6:1
Jackson	First – Bil	1	1	25	25:1	16.6:1
McNeill	First	6	6	138	23:1	21:1
Meyer*	Fourth	4	4	94	23.5:1	21.3:1
Travis	First	4	2	90	22.5:1	18.3:1
Velasquez*	Fourth	4	4	99	24.8:1	20:1
Williams*	Second	6	6	141	23.5:1	21.7:1

* The campus was offered an additional teaching position and the principal has opted to not staff the position at this time but may do so in the future.

^ Currently using a substitute or paraprofessional to assist.

**CONSIDER APPROVAL OF UPDATED MEMORANDUM OF UNDERSTANDING
FOR TEXAS STATE TECHNICAL COLLEGE DUAL ENROLLMENT**

RECOMMENDATION:

That the Board of Trustees approve an updated Memorandum of Understanding submitted by Texas State Technical College (TSTC) for continued and expanded technical dual credit enrollment for Career and Technical Education courses in Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The district's current agreement is outdated and TSTC has requested that the district sign an updated agreement for 2014-2015. The new agreement will also allow for expansion of technical dual credit enrollment into the program areas of Automotive Technology, Construction Technology, and Computer Technician. These dual credit opportunities will take place in LCISD classrooms taught by LCISD faculty. As a dual enrollment partner with TSTC, these LCISD CTE programs will be considered certified off-college campus sites. An expanded program will provide additional opportunities for more students to earn college credit and get an early start on postsecondary education.

PROGRAM DESCRIPTION:

The Career and Technical Education department has had a working relationship with Texas State Technical College (TSTC) since the 2012 school year. TSTC has provided students access to technical dual credit through its dual enrollment programs in HVAC and Diesel Mechanics at the Wharton County Junior College campus in Richmond. It has been successful as it has offered students opportunities to explore high-demand technical programs and continue into postsecondary education.

Resource person: Joel Garrett, Director of Career and Technical Education

Recommended for approval:



Dr. Thomas Randle
Superintendent



3801 Campus Dr. | Waco, TX 76705
www.tstc.edu

College Readiness

254.867.3089

Fax: 254.867.3370

September 5, 2014

Dr. Thomas Randle
Superintendent
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

Dear Dr. Randle:

On behalf of the Office of Student Learning and Texas State Technical College, I am pleased to extend approval to develop and implement a dual enrollment partnership with Lamar Consolidated Independent School District for the 2014-2015 academic school-years in the following Career and Technical Education Programs:

- Automotive Technology
- Building Construction Technology
- Information Technology: Computer Technician

TSTC is the only state-supported technical college system in Texas. TSTC's statewide role and mission is to efficiently and effectively help Texas meet the high-tech challenges of today's global economy, in partnership with business and industry, government agencies, and other educational institutions.

As a dual enrollment partner, Lamar Consolidated School District's career and technology programs will become certified off-college campus sites, providing innovative technical curriculum and industry recognized skills to your students.

For fall 2014, TSTC Waco will implement a new fee structure regarding dual enrollment. The fee structure ensures TSTC Waco provides quality support and implementation of dual enrollment partnerships. We are also excited to reward your adjunct credentialed, high school faculty for their dedication and support of dual enrollment. Adjuncts will be notified individually to complete our employment process and receive stipend information.

Attached is the administrative fee table. LCISD will be invoiced directly and dual enrollment students will not incur a financial obligation to TSTC Waco. Invoices will be generated and sent to LCISD, ten business days after the defined section start date.

Please review the attached 2014-2015 Memorandum of Understanding and return to the attention of College Readiness at Texas State Technical College, 3801 Campus Drive Waco TX, 76705. Or scan and email to sheryl.kattnerallen@tstc.edu. For questions, feel free to contact us at 254.867.3089.

Sincerely,

Dr. Dale McCall
Vice President for Student Learning



3801 Campus Dr. | Waco, TX 76705
www.tstc.edu

College Readiness
254.867.3089
Fax: 254.867.3370

**DUAL ENROLLMENT FEE TABLE
HIGH SCHOOL SITE LOCATIONS
2014-2015**

TIER I \$1000.00 per 10-25 Students	TIER II \$1500.00 per 26-50 Students
TIER III \$2000.00 per 51-75 Students	TIER IV \$2500.00 per 76-100 Students
TIER V \$3000.00 per 101-150 Students	TIER VI \$3500.00 per 151-200 Students

*Fees will be assessed on a per-technology basis



Texas State Technical College Memorandum of Understanding Dual Enrollment

TEXAS STATE TECHNICAL COLLEGE WACO (hereinafter referred to as TSTC) and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as ISD), enter the following agreement for the 2014-2015 school year. Now therefore, the parties to the Memorandum of Understanding mutually agree to the following:

Purpose:

Whereas the purpose of this agreement is to outline the collaboration of the partners, as listed above, in implementing the Dual Enrollment Program in compliance with Texas Higher Education Coordinating Board (THECB) Chapter 4-Subchapter D: Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges applicable state laws and rules by TSTC and the ISD.

Student Eligibility Requirements:

Prior to enrolling in dual credit courses, high school students must demonstrate eligibility to participate in academic or technical dual credit courses in compliance with THECB Chapter 4-Subchapter D and TSTC rules. Specific rules governing student eligibility are contained in the current TSTC Waco Dual/Concurrent Enrollment Student & Parent Handbook.

Only students whose School District have an official partnership and meet the applicable eligibility requirements to participate in academic or technical courses qualify for participation in the dual credit program.

Eligible Courses

Academic courses offered for dual enrollment credit must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of TSTC and approved for dual credit by the TSTC Curriculum Department, applicable Instructional Department and TSTC Dual Enrollment Office.

Technical courses offered for dual enrollment credit must be identified as college-level technical courses in the current edition of the Workforce Education Course Manual adopted by

the THECB and must be in the approved course inventory of TSTC and approved for dual credit by the TSTC Curriculum Department, applicable Instructional Department and TSTC Dual Enrollment Office.

Instruction and materials for dual enrollment courses must be at an equivalent or enhanced level of the instruction and materials used for the identical course taught at TSTC as documented by the course information sheet (CIS) or syllabus.

Courses may be delivered utilizing the method mutually determined by TSTC and the ISD.

Each dual enrollment class will be offered based on a demand. Additionally, staffing and facility availability will determine course availability.

Dual enrollment courses offered at the ISD must be composed solely of dual/concurrent enrollment students and/or advanced placement students (AP). Exceptions must be formally requested in advance, in writing, by the ISD. CTE courses may be comprised on dual and/or non-dual enrollment students, if approved. Approval will be granted only if allowed by federal, state and local regulations.

Method of Delivery/Location of Class

It is anticipated that instruction shall be (1) delivered in the secondary school utilizing an ISD instructor with credentials meeting the Southern Association of Colleges and Schools (SACS) criteria; (2) delivered in the secondary school utilizing a TSTC instructor; (3) delivered on the TSTC campus utilizing a TSTC instructor; (4) delivered utilizing distance learning technology with a facilitator in the classroom; or (5) delivered utilizing team teaching combinations of ISD and TSTC faculty and classrooms/laboratories.

Faculty Qualifications

All instructors must meet the minimal requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools and TSTC.

Instructors teaching courses, which result in the award of dual credit, must be regularly employed faculty members. Instructors must also meet the same standards, review, and approval procedures used by TSTC to select the faculty responsible for teaching the same courses at the main campus as per College’s standard operating system document.

In accordance with House Bill 2504, all Dual Enrollment Adjunct Faculty must post their faculty vitae and TSTC course syllabi on their website each semester for easy access by the public. Additionally, official applications and transcripts must be kept on file at TSTC.

TSTC shall select, supervise, and evaluate instructors for courses which result in college credit.

- A. A coordinated classroom evaluation by TSTC will be done once a semester for new instructors and once a year for continuing instructors teaching at the ISD.
- B. Students will complete an end-of-semester TSTC course and instructor evaluation.
- C. All adjunct instructors must attend a yearly instructor orientation/training session.
- D. Adjunct instructors may be invited to attend TSTC faculty professional development activities.

Dual Enrollment adjunct instructors will receive a stipend based on certified rosters. The stipend will be released after the completion of the semester. Once final grades are submitted and verified.

ISD and TSTC agree to comply with the requirements of TEC §22.0834 involving checks of all employees who have continuing duties related to, and direct contact with, dual credit students. TSTC will certify to the school district that TSTC has received all criminal history record information relating to the pertinent employees. If TSTC has subcontractors that provide services to the school district then TSTC will also require all subcontractors to require the designated background checks and to provide a written statement certifying that the subcontracting entity has done so.

Course Curriculum, Instruction, Grading, Textbooks and Materials

Designated college personnel will monitor the quality of instruction in order to assure compliance with the Dual Enrollment Course Agreement and the standards established by the State of Texas, the Southern Association of Colleges and Schools (SACS), TSTC and the ISD.

Students enrolled in TSTC courses will use the instructional materials prescribed by the TSTC instructional department. The ISD will be responsible required materials are available on or before the first day of class.

All textbooks/supplemental materials, consumables, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (ie., Skills USA), chaperone expenses, etc., will be the responsibility of the ISD.

Grading will follow the course syllabus and approved TSTC Policy.

Enrollment-Admissions and Registrations

The ISD will designate a person responsible for coordinating and tracking students' admission applications and requirements as well as assisting with the registration procedures. This will ensure that admission and registration will occur in accordance with the established deadlines.

The ISD's main contact person will collaborate with TSTC's designated dual enrollment point-of-contact for all issues regarding Dual Enrollment such as admissions, enrolling, monitoring, grading and reporting.

Transcribing of Credit and Student Withdrawals

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled.

The ISD agrees to evaluate the learner's objectives to be achieved by students completing the TSTC dual enrollment college courses and to transcribe ISD credit on the student's high school transcript accordingly. TSTC operates using the following grading rubric and defers to the ISD to assign the numerical grade based on local policy.

TSTC Grading Policy:

(Grades for all WECM courses must be C or better)

Grade	Percent	Description	Grade Points
A	90-100	Excellent/Superior Performance Level	4
B	80-89	Above Required Performance Level	3
C	70-79	Minimum Required Performance Level	2
D	60-69	Below Required Performance Level	1
F	Below 60	Failure to meet Performance Requirements	0
IP	--	In Progress	
W	--	Withdrawal	0
CR	--	Credit	0
AUD	--	Audit of Course	0
See College Catalog for complete descriptions.			

Additions, Drops, and Withdrawals will be processed based on TSTC guidelines.

Provision of Student Learning and Support Services

Students will have access to the TSTC Waco Learning Resource Center, tutorial and mentor services. Students with disabilities who require accommodations will be required to self-disclose with the TSTC Waco Support Services Office at 254.867.3600

Students can request their official TSTC Transcripts via TSTC Web Advisor or in person at the TSTC Student Services Building.

Academic Policies

All regular academic policies applicable to courses taught at TSTC shall also apply to all dual enrollment courses including the Scholastic Standing System and its applicable consequences.

Discipline and Health Issues

Dual/concurrent enrollment students must abide by Code of Student Conduct outlined in the current TSTC Student Handbook and Planner. Dual/concurrent enrollment students will be dismissed for disruptive behavior, excessive unexcused tardiness and/or absenteeism and referred to high school principal or designee for disciplinary action.

It is the responsibility of dual/concurrent enrollment students, their parents/legal guardians or sponsoring agents to provide their own health and accident insurance and hold harmless TSTC from any personal injury or accidents involving students or visitors while on the TSTC campus.

Tuition and Fees

Texas State Technical College Waco waives tuition for approved dual enrollment students. Dual enrollment partnerships located at the high school are subject to an administrative fee; please refer to EXHIBIT A for fee schedule.

FERPA

For the purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSTC Waco hereby designates the ISD as a school official with legitimate education interests in the educational records of the Students who participate in the Dual Enrollment Program to the extent that access to the records are required by the ISD to carry out the functions of the program. The ISD agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

Terms, Effective Date and Termination:

The effective date of this agreement is **September 1, 2014**. This agreement shall continue in effect for one (1) year after the effective date. After such term, this agreement shall continue from year to year unless one party shall give the other sixty (60) days prior written notice of intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such sixty (60) days; or (b) when all students enrolled in dual enrollment courses at the time such notice is given have completed their respective courses, whichever event occurs last.

Venue; Governing Law:

McLennan County or Travis County, Texas will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas .

Limitations:

The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas.

Texas Public Information Act:

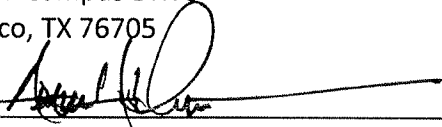
Notwithstanding any provisions of this Agreement to the contrary, the ISD understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC will notify ISD of receipt of a request for information related to this Agreement. ISD will cooperate with TSTC in the production of documents responsive to the request. ISD may request that TSTC seek an opinion from the Attorney General of the State of Texas, however, TSTC will not honor ISD's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, ISD will notify TSTC Office of General Counsel of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. ISD is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. ISD agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

Signatures

The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signatures appear below and their assignees. Any changes in the above agreement must be presented in written form and agreed upon by both TSTC Waco and the ISD at least thirty (30) days before any term or provision may be changed.

TSTC:

Texas State Technical College – Waco
3801 Campus Drive
Waco, TX 76705

By:  _____

Adam Hutchison
Associate Vice Chancellor for Student Learning

Date: 8 SEPT 2014 _____

Lamar Consolidated Independent School District:

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

By: _____

Dr. Thomas Randle
Superintendent

Date: _____

**CONSIDER APPROVAL TO SUBMIT A LOW-ATTENDANCE DAY WAIVER TO THE
TEXAS EDUCATION AGENCY**

RECOMMENDATION:

That the Board of Trustees approve the Texas Education Agency request for a low-attendance day waiver for Austin Elementary School due to a power outage on August 29, 2014.

IMPACT/RATIONALE:

According to Section 3.8.2.3 of the Texas Education Agency's Student Attendance Accounting Handbook, school districts or campuses may apply for a waiver to have a day excluded from Average Daily Attendance (ADA) and FSP (Foundation School Program) funding calculations. This waiver is available for a day when school was held but attendance was at least 10 percentage points below the overall average attendance rate for your particular district (or the applicable campus) for the prior year because of weather-related or health or safety issues. This excuse is for FSP funding purposes only. Excluding the day from ADA calculations for audit purposes requires specific written TEA approval. In the waiver application, the district must attach supporting documentation of low attendance for the day (including the reason for the low attendance rate) and the prior year's attendance report (showing the average for the year) for the district or campus.

This waiver application will be submitted on behalf of Austin Elementary School. During the early morning hours of August 29, 2014, an electrical pole owned by CenterPoint Energy broke, thereby disconnecting the main power feed to the school building. A hazardous circumstance was created, and the building did not have electrical power for 24 hours. For health and safety reasons, students could not attend class.

The application for waiver will be completed and submitted via the TEA's automated waiver system, which is available through the TEAL secure environment.

Submitted by: Jill Ludwig, Chief Financial Officer
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Foster High School Band to travel to Orlando, Florida on March 6-13, 2015.

IMPACT/RATIONALE:

The Foster High School Band requests to travel to Orlando, Florida from March 6-13, 2015, by charter bus. The estimated cost for students and sponsors/chaperones is \$1,000 each (based on quad occupancy). This cost includes six nights lodging, daily meals per student/chaperone, charter bus transportation, hotel, and park passes to Disney World theme parks. The expenses for the trip will be paid for through fundraising activities hosted by the Foster High School Band Booster Club and parents. Anticipated number of students attending is 130, 14 chaperones, 3 directors, and 1 school administrator.

PROGRAM DESCRIPTION:

The Foster High School Band has previously traveled to Orlando, Florida for their band trip in 2011, 2007, and 2003. The Foster High School Band will perform at one of the Disney World theme parks before a live audience.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
JUNE 2014 THROUGH AUGUST 2014**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending August 31, 2014.

IMPACT/RATIONALE:

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending August 31, 2014**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period June 1, 2014 through August 31, 2014.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

Investments purchased will be limited to those authorized by the District's investment policy, Board Policy CDA (Legal) and CDA (Local), and be diversified by security type and institution. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investments may be made in short term securities to maintain appropriate liquidity levels, avoid market risk, and generate superior returns during periods of rising interest rates. The District will limit its maximum stated maturities to one year, unless specific authority to exceed is given by the Board of Trustees (prior to purchase). The District will determine what the appropriate average weighted maturity of the portfolio should be based on the surrounding economic climate. This determination will be made on a periodic basis, by analysis of economic data, at least annually. Investments should be purchased with the intent of holding until maturity.

Reserve funds may be invested in securities exceeding one year if the maturity of such investments is made to coincide with the expected use of the funds. The ability to invest these types of funds should be disclosed to the Board of Trustees, including appropriate time restrictions, if any exist.

DEBT SERVICE FUND STRATEGY:

The investment strategy for the Debt Service Fund is the same as that for the General Fund above, with the following exceptions. The weighted average maturity of investments for the fund may be slightly greater due to the timing of disbursements. The greatest outflow of funds occurs in February and August of each year, when bond interest and/or principal is due. Based on published debt service schedules, investments purchased will mature prior to these obligations and need for funds. Other cash requirements will be considered prior to investment.

The District does not anticipate the existence of significant reserve funds for the Debt Service Fund.

CAPITAL PROJECTS FUND STRATEGY:

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining proceeds of the 2004, 2005, 2007, 2012, and 2014 issues are currently invested in Texpool Investment Pool. Proceeds of the 1998, 1999, 2007, 2008, 2012, and 2014 issues are invested in the Lone Star and the MBIA Texas CLASS Investment Pools. Proceeds of the 2007, 2008, 2012, and 2014 issue are also invested in TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole.

As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

FOOD SERVICE, WORKMEN'S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:

The investment strategy for each of these funds is the same as that of the General Fund.

INVESTMENT POSITION AT AUGUST 31, 2014

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of August 31, 2014. Pertinent details at August 31, 2014 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$12,613,446,496	\$12,614,155,833	1.0269%

The weighted average maturity of the pool's portfolio for August 2014 was 53 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$2,060,400,546	\$2,060,662,392	2.0489%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2014 was 49 days.

MBIA, Texas CLASS	1.00	\$2,418,682,092	\$2,419,482,337	1.0907%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2014 was 50 days.

Texas Term, Daily Fund	1.00	\$1,151,052,082	\$1,151,016,328	2.5458%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for July 2014 was 47.3 days.

TexStar,	1.00	\$4,815,579,162	\$4,815,792,255	.8797%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2014 was 52 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending August 31, 2014. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

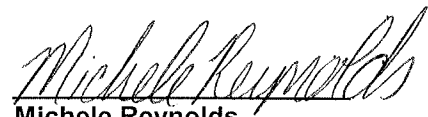
Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 9/11/14


 Yvonne Dawson
 Budget & Treasury Officer

Date: 9/11/14


 Michele Reynolds
 Director of Finance

Date: 9/11/14

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING AUGUST 31, 2014

	<u>6/30/14</u>	<u>7/31/14</u>	<u>8/31/14</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	608,694	(110,501)	27,906,465
Special Revenue Funds (Combined)	(2,122,878)	(838,460)	(1,690,534)
Debt Service Fund	165,473	181,440	178,443
Capital Projects Fund	30,475	30,475	49,960
Workmen's Compensation and Health Insurance Trust Funds	799,344	778,890	582,296
Trust and Agency Funds, excluding Student Activity Funds	34,512	34,512	34,512
Student Activity Funds	1,913,681	1,874,009	1,890,790
Total Demand Deposits/Cash on Hand	<u>1,429,301</u>	<u>1,950,365</u>	<u>28,951,932</u>

¹ Balances presented are reconciled balances per book and will differ slightly from actual cash balances reported in the monthly bank statements. Also, totals above include insignificant amounts of cash on hand.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING AUGUST 31, 2014

INVESTMENT POOLS*	9/30/14	7/31/14	8/31/14
General Fund			
Texpool	70,877,343	57,534,876	53,870,835
Lone Star	2,616,071	2,616,175	2,616,292
Texas CLASS	15,336,227	15,337,466	15,338,705
Food Service Fund			
Texpool	4,646,991	4,197,109	3,727,585
Lone Star	90,436	90,440	90,444
Debt Service Fund			
Texpool	13,335,602	13,505,460	5,039,649
Lone Star	2,411	2,411	2,411
Texas CLASS	1	1	1
TexSTAR	3,513,758	3,513,854	2,057,621
Capital Projects Fund			
Texpool	64,458,585	63,855,506	63,857,421
Lone Star	46,331,791	42,378,317	38,784,990
Texas CLASS	11,041,050	11,041,942	11,042,834
TexasDaily	28,696,492	29,302,394	29,303,825
TexSTAR	43,585,042	42,714,094	40,306,692
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	926,171	829,082	2,921,261
Lone Star	720,429	720,458	720,490
Special Revenue Funds			
Texpool	53,207	53,208	53,209
Student Activity Funds			
Texpool	52,845	52,847	52,849
Total Investment in Pools	306,284,452	287,745,640	269,787,114
Summary of Interest Earned by Month			
Texpool	3,777	3,945	3,926
Lone Star	2,145	1,904	1,936
Texas CLASS	2,062	2,131	2,131
TexSTAR	1,254	1,278	1,307
Texas Term/Daily	933	1,125	1,430
Total Interest Earned from Investment Pools	10,171	10,383	10,730
Average Yield by Month			
Texpool	0.03	0.03	0.04
Lone Star	0.05	0.05	0.05
Texas CLASS	0.10	0.10	0.10
TexSTAR	0.03	0.03	0.04
Texas Term/Daily	0.04	0.05	0.06

* See supplemental report attached for balances at August 31, 2014 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	<u>INVESTMENT POOLS</u>									
	<u>6/1/14</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>6/30/14</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>7/31/14</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>8/31/14</u>
General Fund										
Texpool	84,412,106	713,113	(14,247,876)	70,877,343	505,409	(13,847,876)	57,534,876	21,570,009	(25,634,050)	53,870,835
Lone Star	2,615,963	108	-	2,616,071	104	-	2,616,175	117	-	2,616,292
Texas CLASS	15,333,028	1,199	-	15,336,227	1,239	-	15,337,466	1,239	-	15,338,705
Food Service Fund										
Texpool	3,946,887	700,104	-	4,646,991	118	(450,000)	4,197,109	100,093	(569,622)	3,727,585
Lone Star	90,432	4	-	90,436	4	-	90,440	4	-	90,444
Debt Service Fund										
Texpool	13,095,925	239,677	-	13,335,602	169,858	-	13,505,460	3,169,710	(11,635,521)	5,039,649
Lone Star	2,411	-	-	2,411	-	-	2,411	-	-	2,411
Texas CLASS	1	-	-	1	-	-	1	-	-	1
TexSTAR	3,513,665	93	-	3,513,758	96	-	3,513,854	79	(1,456,312)	2,057,621
Capital Projects Fund										
Texpool	64,457,078	1,507	-	64,458,585	1,697	(604,776)	63,855,506	210,929	(209,014)	63,857,421
Lone Star	49,919,001	2,004	(3,589,214)	46,331,791	1,767	(3,955,241)	42,378,317	1,782	(3,595,109)	38,784,990
Texas CLASS	11,040,187	863	-	11,041,050	892	-	11,041,942	892	-	11,042,834
Texas Term/Daily	28,695,559	933	-	28,696,492	605,902	-	29,302,394	1,431	-	29,303,825
TexSTAR	44,038,363	1,162	(454,483)	43,585,042	1,182	(872,130)	42,714,094	1,229	(2,408,631)	40,306,692
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	1,563,261	822,910	(1,460,000)	926,171	1,122,911	(1,220,000)	829,082	3,232,179	(1,140,000)	2,921,261
Lone Star	720,399	30	-	720,429	29	-	720,458	32	-	720,490
Special Revenue Funds										
Texpool	53,206	1	-	53,207	1	-	53,208	1	-	53,209
Student Activity Funds										
Texpool	52,844	1	-	52,845	2	-	52,847	2	-	52,849
Total Investment in Pools	323,552,316	2,483,709	(19,751,573)	306,284,452	2,441,211	(20,950,023)	287,745,640	28,689,733	(46,648,259)	269,787,114

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 August 2014 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF AUGUST 2014 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 August total \$21,050,645 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,619,519
614	Employee Benefits	368,125
621	Professional Services	9,279
623	Education Services Center	16,717
624	Contracted Maintenance and Repair Services	578,284
625	Utilities	91,433
626	Rentals and Operating Leases	183,475
629	Miscellaneous Contracted Services	612,310
631	Supplies and Materials for Maintenance and Operations	234,010
632	Textbooks and Other Reading Materials	27,322
633	Testing Materials	7,275
634	Food Service	2,663
639	General Supplies and Materials	1,095,854
641	Travel and Subsistence -- Employee and Student	34,892
642	Insurance and Bonding Costs	5,107
649	Miscellaneous Operating Costs/Fees and Dues	440,980
659	Other Debt Services Fees	3,000
661	Land Purchase and/or Improvements	170
662	Building Purchase, Construction, and/or Improvements	4,837,067
663	Furniture & Equipment - \$5,000 or more per unit cost	757,782
110	Cash (Petty Cash)	13,360
129	Misc. Receivable/Alternative Certification Fees	9,000
131	Inventory Purchases	97,357
141	Pre-paid	4,463
217	Operating Transfers, Loans and Reimbursements	1,019
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	182
Total		21,050,645

PROGRAM DESCRIPTION:


The report above represents all expenditures made during the month of August 2014. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF AUGUST 31, 2014**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	113,753,173.00	114,947,817.00	1,194,644.00	101.1%
5800-STATE PROGRAM REVENUES	82,693,545.00	73,470,311.00	(9,223,234.00)	88.8%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	2,194,651.00	124,651.00	106.0%
TOTAL- REVENUES	198,516,718.00	190,612,779.00	(7,903,939.00)	96.0%
EXPENDITURES				
6100-PAYROLL COSTS	163,525,899.00	154,554,036.00	8,971,863.00	94.5%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,383,202.00	11,087,216.00	3,295,986.00	77.1%
6300-SUPPLIES AND MATERIALS	9,914,292.00	7,698,367.00	2,215,925.00	77.6%
6400-OTHER OPERATING EXPENDITURES	9,475,811.00	7,584,695.00	1,891,116.00	80.0%
6600-CAPITAL OUTLAY	1,166,006.00	703,176.00	462,830.00	0.0%
8900-OTHER USES	1,725,000.00	1,725,000.00	-	1.00
TOTAL-EXPENDITURES	200,190,210.00	183,352,490.00	16,837,720.00	91.6%

**Lamar CISD
Local Investment Pools
as of August 31, 2014**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	4,197,109.19	99,979.31	569,622.48	118.51	3,727,584.53
General Account	50,472,985.84	21,636,264.91	19,107,055.48	1,435.27	53,003,630.54
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	160,122.91	3,199,116.67	1,100,000.00	82.40	2,259,321.98
Debt Service Series 2004	38,742.69	164,175.89	202,918.58	0.21	0.21
Workmen's Comp	668,958.91	32,959.50	40,000.00	20.93	661,939.34
Property Tax	8,707,075.65	444,021.40	8,858,926.23	98.52	292,269.34
Vending Contract Sponsor	475,146.96	0.00	0.00	14.23	475,161.19
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	596,046.45	631,754.33	231,656.25	26.00	996,170.53
Debt Service Series 2007	2,503,330.27	766,546.73	3,269,876.00	33.60	34.60
Capital Projects Series 2005	667,231.72	0.00	55,362.20	18.99	611,888.51
Student Activity Funds	52,844.94	0.00	0.00	1.55	52,846.49
Taylor Ray Donation Account	9,983.10	0.00	0.00	0.31	9,983.41
Capital Projects Series 2007	3.63	209,014.61	0.00	3.79	209,022.03
Common Threads Donation	53,208.23	0.00	0.00	1.55	53,209.78
Debt Service Series 2008	1,748,141.63	474,644.51	2,222,785.14	23.51	24.51
Powell Point Series 2003	19,361.90	0.00	19,361.90	0.02	0.02
Capital Projects 2012A	21,437,546.96	0.00	153,652.41	640.18	21,284,534.73
Debt Service 2012A	2,065,775.37	735,692.41	2,372,840.82	34.14	428,661.10
Debt Service 2012B	699,318.34	284,832.66	0.00	26.22	984,177.22
Capital Projects 2014A	27,001,908.53	0.00	0.00	809.84	27,002,718.37
Capital Projects 2014B	14,748,806.98	0.00	0.00	442.38	14,749,249.36
Debt Service 2014A	2,256,040.41	0.00	0.00	67.68	2,256,108.09
Debt Service 2014B	1,448,388.28	0.00	984,150.00	26.66	464,264.94
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,018.12	0.00	0.00	0.23	5,018.35
Workers' Comp	720,457.44	0.00	0.00	32.32	720,489.76
Property Tax Fund	32,141.79	0.00	0.00	1.44	32,143.23
General Fund	2,586,443.54	0.00	0.00	116.04	2,586,559.58
Food Service Fund	90,440.44	0.00	0.00	4.06	90,444.50
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.24	0.00	0.00	0.03	700.27
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.84	0.00	0.00	0.02	383.86
Capital Projects 2008	36,821.23	0.00	0.00	1.65	36,822.88
Capital Projects 2012A	14,500,376.31	0.00	3,595,109.17	531.36	10,905,798.50
Capital Projects 2014A	18,002,051.98	0.00	0.00	807.68	18,002,859.66
Capital Projects 2014B	9,832,963.82	0.00	0.00	441.16	9,833,404.98
MBIA Texas CLASS Fund					
General Account	15,337,463.92	0.00	0.00	1,238.80	15,338,702.72
Capital Project Series 1998	904.75	0.00	0.00	0.05	904.80
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,041,038.08	0.00	0.00	891.84	11,041,929.92
TEXSTAR					
Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	1,509,105.19	0.00	846,108.36	29.87	663,026.70
Capital Projects Series 2008	2,450,503.67	0.00	130,957.50	70.66	2,319,616.83
Debt Service Series 2012A	1,934,708.29	0.00	549,441.43	47.74	1,385,314.60
Debt Service Series 2012B	4,771.74	0.00	0.00	0.08	4,771.82
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	65,269.06	0.00	60,762.50	0.82	4,507.38
Capital Projects 2014A	26,827,098.53	0.00	1,035,228.71	779.64	25,792,649.46
Capital Projects 2014B	13,435,735.83	0.00	1,242,444.45	378.40	12,193,669.78
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,004,051.16	0.00	0.00	49.01	1,004,100.17
Capital Projects Series 2008	140.59	0.00	0.00	0.01	140.60
Capital Projects Series 2012A	463,562.59	0.00	0.00	22.63	463,585.22
Capital Projects Series 2014A	18,001,813.40	0.00	0.00	878.70	18,002,692.10
Capital Projects Series 2014B	9,832,825.53	0.00	0.00	479.96	9,833,305.49

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.04	\$3,926.49
LONE STAR ACCOUNT INTEREST	0.05	\$1,935.99
MBIA TEXAS CLASS ACCOUNT INTEREST	0.10	\$2,130.69
TEXSTAR ACCOUNT INTEREST	0.04	\$1,307.21
TEXAS TERM/DAILY ACCOUNT INTEREST	0.06	\$1,430.31
TOTAL CURRENT MONTH EARNINGS		\$10,730.69
EARNINGS 9-01-13 THRU 7-31-14		\$87,232.60
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$97,963.29

**CONSIDER APPROVAL OF AMENDMENT TO CONTRACT FOR
SCHOOL RESOURCE OFFICERS**

RECOMMENDATION:

That the Board of Trustees consider approval of Amendment 3 to renew the contract with the City of Rosenberg Police Department for School Resource Officers to service the Lamar Consolidated schools for the 2014-15 school year, and authorize the Superintendent to finalize such contract.

IMPACT/RATIONALE:

RFP #03-2012 requested a proposal for uniformed School Resource Officer services. These officers are utilized at the districts' secondary and elementary campuses as requested. The proposal requested 9 designated officers for LCISD, and the District reimburses the City of Rosenberg Police Department for the officers' salaries, benefits and other administrative costs. The agreement was amended pursuant to Amendment 1 to allow for ten (10) designated officers and by Amendment 2 to include an additional officer and Secure Courier Services. No other changes have been made.

The agreement automatically renewed, effective 09/01/2014, and shall expire on 08/31/2015. The District and the City of Rosenberg may, upon mutual consent, extend the contract for two (2) additional one-year periods upon written request of the City of Rosenberg Police Department presented prior to the expiration of the contract.

If at any time during the term of this Agreement or any extension hereof, LCISD determines that the City of Rosenberg Police Department's performance under this agreement is unsatisfactory, LCISD shall notify the City of Rosenberg Police Department in writing. The notice from LCISD shall specify the particular deficiencies that LCISD has observed in the City of Rosenberg Police Department performance. The City of Rosenberg Police Department shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of the 60 day remedial period, LCISD remains unsatisfied with the City of Rosenberg Police Department's performance, LCISD may terminate this agreement effective upon the expiration of thirty (30) days following the date of written notice to the City of Rosenberg Police Department of such termination.

PROGRAM DESCRIPTION:

The City of Rosenberg Police Department will provide eleven (11) School Resource Officers (SRO), including a ranking supervising officer, and twelve (12) Civilian School Crossing Guards. Additional services that will be provided to LCISD include extra-curricular activities, traffic management, and planning for special events.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**AMENDMENT 3 TO:
SECURITY SERVICES CONTRACT
BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
&
CITY OF ROSENBERG, TEXAS**

THIS AMENDMENT is made and entered into by and between the Lamar Consolidated Independent School District, hereinafter referred to as "LCISD," and the City of Rosenberg, Texas, hereinafter referred to as "Rosenberg," and in this regard, the parties hereto mutually agree to the terms outlined below.

WITNESSETH

WHEREAS, LCISD finds that the continued presence of police officers on LCISD property and/or campuses is beneficial and desirable; and

NOW, THEREFORE, for and in consideration of these premises, LCISD and Rosenberg do hereby stipulate and agree to the following changes in terms:

1. LCISD and Rosenberg mutually agree that the terms and provisions of the original agreement executed by a representative of Lamar Consolidated Independent School District on the 22nd day of March 2012 renew automatically for a term of one year ending on August 31, 2015. Two (2) additional one-year renewals remain upon mutual agreement of the parties.

WITNESS OUR HANDS:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Thomas Randle, Superintendent

Attest: _____
Secretary

CITY OF ROSENBERG

By: _____
Vincent M. Morales, Jr., Mayor

Attest: _____
Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Adolphus PTO donated \$3,000 for basketball goals at Adolphus Elementary School.

Frost PTO donated \$4,232.59 for STAAR readiness at Frost Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 29 – October 3, 2014 as “Custodial Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Custodial Week will be celebrated nationally during the week of September 29 – October 3, 2014. It is appropriate that Lamar CISD recognize the importance and contributions of our district custodial staff during this week.

PROGRAM DESCRIPTION:

Campus and department staff members will be honoring their custodial staff during Custodial Week in Lamar CISD.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **Custodial Week** is celebrated throughout the United States during the week of September 29 – October 3, 2014; and

Whereas, **Custodial Week** recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team in our schools; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare September 29 – October 3, 2014 as **Custodial Week** in the Lamar Consolidated Independent School District.

Adopted this 18th day of September 2014 by the Board of Trustees.



Julie Thompson, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
RED RIBBON WEEKS**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 – 31, 2014 as "Red Ribbon Weeks" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The weeks of October 23 – 31, 2014 will be celebrated district-wide as "Red Ribbon Weeks," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Tobacco prevention, refusal skills, and the courage to make healthy choices are the focus of this year's campaign. Lamar CISD is on the forefront of prevention in promoting health and success for all our students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 22 years, Lamar CISD has led the community in promoting drug prevention. Each school will be presenting a variety of prevention activities, involving the staff and students, which increase the protective factors in the lives of Lamar CISD students.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, drug, tobacco and alcohol abuse in this nation has reached epidemic stages; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, the weeks of October 23 – 31, 2014 have been declared district-wide as "**Red Ribbon Weeks;**" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug abuse prevention education;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the weeks of October 23 – 31, 2014 as "**Red Ribbon Weeks**" in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to support and participate in drug-prevention activities.

September 18, 2014



Julie Thompson, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL BUS SAFETY WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 20 – 24, 2014 as “School Bus Safety Week” in Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

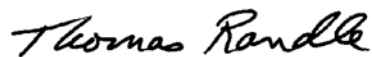
School Bus Safety Week will be celebrated nationally during the week of October 20 – 24, 2014. It is appropriate that Lamar CISD recognize the importance of school bus safety and the role that transportation staff members serve during this week.

PROGRAM DESCRIPTION:

Lamar CISD school staff members will increase students’ awareness of school bus safety by reviewing and discussing the district’s school bus rules.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Bus Safety Week** is celebrated throughout the United States during the week of October 20 – 24, 2014; and

Whereas, **School Bus Safety Week** recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 20 – 24, 2014 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 18th day of September 2014 by the Board of Trustees.

Julie Thompson, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL LUNCH WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 13 – 17, 2014 as “School Lunch Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 13 – 17, 2014. It is appropriate that the Lamar CISD recognize the importance of our district school lunch program and staff during this week.

PROGRAM DESCRIPTION:

The Lamar CISD Food Service department has designed special promotions during this week for the school cafeterias.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Lunch Week** is celebrated throughout the United States during the week of October 13 – 17, 2014; and

Whereas, **School Lunch Week** recognizes the importance of a nutritious school lunch program; and

Whereas, food service staff members are valuable members of our schools' educational teams; and

Whereas, the assistance of food service staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 13 – 17, 2014 as **School Lunch Week** in the Lamar Consolidated Independent School District.

Adopted this 18th day of September 2014 by the Board of Trustees.

Julie Thompson, President

Kay Danziger, Secretary

**CONSIDER APPROVAL TO SUSPEND PORTIONS OF EIE (LOCAL)
FOR THE 2014-2015 SCHOOL YEAR ONLY**

RECOMMENDATION:

That the Board of Trustees suspend the portions for EIE (LOCAL) pertaining to requiring students in grades 5 and 8 pass the mathematics portion of the STAAR test in order to be promoted to the next grade for the 2014-2015 school year only.

IMPACT/RATIONALE:

In 2012, the State Board of Education reviewed and revised the Texas Essential Knowledge and Skills for Kindergarten through grade eight to be effective during the 2014-2015 school year. As a result, the Commissioner of Education issued a statement on May 1, 2014 that only raw score data would be available to districts following the spring 2015 math assessments while new standards are being set. Therefore, the Commissioner suspended the requirement that students must pass the mathematics portion in the grades 5 and 8 tests as a part of the Student Success Initiative (SSI) promotion requirements for the 2014-2015 school year only.

PROGRAM DESCRIPTION:

Because grade advancement requirements under SSI will be altered only for the 2014-2015 school year in the area of mathematics, the TASB Policy Service has recommended that boards suspend local policy provisions relating to successful performance on the mathematics assessment as a condition of promotion for the 2014-2015 school year only.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

To: District Superintendent and Policy Contact

From: TASB Policy Service

Date: June 19, 2014

Revised Mathematics Essential Knowledge and Skills

In 2012, the State Board of Education reviewed and revised the Texas Essential Knowledge and Skills (TEKS) for mathematics in kindergarten through grade 8 as well as for high school mathematics courses. The 2014–15 school year will be the first year of implementation for the newly revised mathematics TEKS for kindergarten through grade 8. TEA has indicated that, due to the extensive nature of the changes in the mathematics TEKS for kindergarten through grade 8, the STAAR testing program for students in grades 3–8 will be significantly affected by these changes. The spring 2015 STAAR mathematics assessment for students in grades 3–8 will involve a unique administration based on curriculum frameworks created with the revised TEKS. Because of this unique administration, only a raw score will be communicated to the district, retakes for mathematics for grade 5 and 8 will not be available, and the Student Success Initiative (SSI) grade advancement requirements for the mathematics STAAR will not apply. The SSI grade advancement requirements, however, will continue to apply for the STAAR reading assessment. Districts will need to consider other relevant academic information when making promotion and retention decisions in regard to student performance in mathematics for students in grades 5 and 8.

See <http://www.tea.state.tx.us/index4.aspx?id=25769810943> for more information.

EIE(LOCAL) Policy

Most districts' EIE(LOCAL) policies restate the grade advancement testing provisions requiring students in grades 5 and 8 to meet the passing standard on the reading and mathematics assessment instruments to be promoted to the next grade, in addition to the district's local promotion requirements. Because the grade advancement requirements under the SSI will be altered only for the 2014–15 school year and only in the area of mathematics, TASB Policy Service recommends that the board suspend local policy provisions relating to successful performance on the mathematics assessment as a condition of promotion for the upcoming school year only. Otherwise, your board would need to revise your EIE(LOCAL) twice—prior to the 2014–15 school year and again when performance standards have been set and the SSI grade advancement requirements are once again applicable. **To accomplish the suspension of grade advancement requirements for performance on the mathematics assessment in grades 5 and 8, a [sample board resolution](#) regarding EIE(LOCAL) is available for download from the myTASB Policy Service Resource Library.**

Districts are required to notify students and parents of grade advancement requirements by the beginning of each school year, so it will be important to communicate any actions to suspend these requirements in an easily accessible manner, either on the district's website or in the student handbook, for example.

If the district requires satisfactory performance on the mathematics STAAR for non-SSI grades as a local promotion standard, be sure to adjust the resolution text to identify those grades for which the math assessment is considered and also suspend the requirement for those grade levels for the 2014–15 school year.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional advisor. Consult with your attorney or professional advisor to apply these principles to specific fact situations.

If you need assistance accessing any of the policy resources available through your myTASB account or if you would like to be removed from this mailing list, please contact Susan Acevedo at susan.acevedo@tasb.org.

**LAMAR CISD RESOLUTION OF THE BOARD TO SUSPEND PORTIONS OF
EIE(LOCAL) FOR THE 2014–15 SCHOOL YEAR ONLY**

WHEREAS, Title 19, Chapter 101 of the Texas Administrative Code and section 28.0211(a) of the Texas Education Code require students in grades 5 and 8 to meet the passing standards on the reading and mathematics state-mandated assessment instruments for those grade levels to be promoted to the next grade.

WHEREAS, the Lamar CISD EIE(LOCAL) policy requires students in grades 5 and 8 to satisfy the above stated promotion standards in addition to local standards of promotion to be promoted to the next grade.

WHEREAS, the essential knowledge and skills for mathematics in grades kindergarten through grade 8 found in Title 19, Chapter 111 of the Texas Administrative Code have been revised and will be implemented in the 2014–15 school year.

WHEREAS, state passing standards for the STAAR grades 5 and 8 mathematics examinations will not be established for the 2014–15 school year and only raw score data will be available.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Lamar CISD shall suspend for the 2014–15 school year only the portions of EIE(LOCAL) that require students in grades 5 and 8 to meet the passing standards on the mathematics state-mandated assessment instruments for those grade levels to be promoted to the next grade.

Adopted this 18th day of September, 2014, by the Board of Trustees.

Julie Thompson, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING
WITH BE A CHAMPION, INC.**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) with Be A Champion, Inc. (BAC) for an evening meal and afterschool program to be operated at Seguin Early Childhood Center (Seguin ECC) during the 2014-15 school year, and allow the Superintendent to negotiate the final contract.

IMPACT/RATIONALE:

Be A Champion, Inc. is a non-profit organization authorized to provide afterschool care for a minimal fee, along with a meal program. The families of Seguin ECC have the need for low-cost childcare services after the school day ends, as well as an evening meal, provided free of charge, for the students. Students at Seguin ECC participated in the combined program for several months last year.

PROGRAM DESCRIPTION:

The Champion Fuel Program will can provide a balanced meal to each enrolled child (approximately 450 children), beginning at 2:00 pm daily. Meals will be prepared and distributed by BAC at no cost to Lamar CISD. BAC operates in accordance with the federal child nutrition program guidelines and will count, document, and report meals served, and will also handle any compliance audits that are required. A Lead Coordinator and two additional staff will be provided at no charge to Lamar CISD to operate the daily meal program.

The BAC Afterschool Program will operate daily from school dismissal until 6:30 pm. The program will meet or exceed the Texas Department of Family Protective Services' Minimum Standards for School-Age or After-school Programs. Professional services to be provided are outlined in the attached MOU. The Lead Coordinator and two additional BAC personnel will transition to afterschool program duty after the meal program concludes each day. BAC will be responsible for invoicing and collecting a co-pay (fee) from parents (or other responsible party) of \$25 per student per week (or \$100/month). From the co-pay amount collected, BAC will pay Lamar CISD a facility use fee of \$18 per student/per month. Lamar CISD will provide a standard facility use agreement to BAC, outlining terms and conditions.

Either party may terminate the MOU upon thirty-day written notice.

Submitted by: Laura Lyons, Executive Director for Elementary Education
 Jill Ludwig, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



BE A CHAMPION, INC.

P.O. Box 130165
Houston, TX 77219
Office: (281) 833-3129
Fax: (281) 605-5898
www.bachamp.org

Tax ID Number: 90-0191922



PROFESSIONAL SERVICE
Memorandum of Understanding
Terms and Conditions

This Professional Services Memorandum of Understanding is made and entered into by and between **Be A Champion, Inc.**, located at P.O. Box 130165 Houston, TX 77219, and **Lamar Consolidated Independent School District (LCISD)**, located at 3911 Avenue I, Rosenberg, TX 77471, to provide professional services to in accordance with the terms and conditions specified herein for **Seguin Early Childhood Center (ECC)** located at 605 Mabel St. Richmond, TX 77469.

Be A Champion, Inc. is an established non-profit organization duly authorized to provide Sports Education, College Discovery, Academic Enhancement, Life Skills, Nutrition, Financial Literacy, Career Development, Employment Development, Special Projects, Educational related field trips, and Food Service vendor services in the State of Texas. **LCISD** is governed under the Texas State Board of Education and operates under those rules and regulations. Both **Be A Champion, Inc.** and **LCISD** desire to set forth in writing the terms and conditions of their agreement.

Therefore, **LCISD** engages the services of Consultant, **Be A Champion, Inc.** and in consideration of the mutual covenants and conditions contained in this Memorandum of Understanding and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

ARTICLE I
TERM

This Memorandum of Understanding is effective as of **September 29, 2014** and shall continue in effect until **June 4, 2015** (the "Term"). This Memorandum of Understanding is the sole agreement by which the above parties will abide relative to the purpose of this agreement. **LCISD** may elect to extend the Memorandum of Understanding upon mutual written agreement with **Be A Champion, Inc.**

ARTICLE II
INDEPENDENT CONTRACTOR STATUS

It is the intention of the parties that **Be A Champion, Inc.** be an independent contractor and not an employee or agent of **LCISD**.

ARTICLE III
PURPOSE

LCISD agrees to retain **Be A Champion, Inc.** and **Be A Champion, Inc.** agrees to provide services to **LCISD** as a professional contractor (as more specifically defined in the paragraph below) and to perform the duties and all the necessary labor and resources needed to provide the services set forth in this agreement. At the conclusion of the semester, each student will present material learned in a final production, if such a production occurs.



BE A CHAMPION, INC.

P.O. Box 130165
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www.bachamp.org
Tax ID Number: 90-0191922



ARTICLE IV PROGRAM DETAILS

CHAMPION FUEL PROGRAM

Be A Champion, Inc. will provide meals as follows:

Monday- Friday

Total Meals to be served per day: Maximum of 450

Dinners: Starting to serve in serving location at 2:30PM

Lead Coordinator: 1 (Arriving to campus at 1:30PM)

Additional Staff: 2 (Arriving to campus at 1:45PM)

All meals will be prepared on-site and distributed to students by the Lead Coordinator and additional staff. All state and federal compliance requirements, including the counting, documenting, and reporting of meals served, are the responsibility of Be A Champion, Inc.. Any and all audits will be addressed by Be A Champion, Inc. staff.

AFTERSCHOOL PROGRAM

Be A Champion, Inc. will:

1. Operate after-school programs, for up to 72 students, consistent days and hours of operation (Monday through Friday from school dismissal until 6:30 pm) in coordination with LCISD's school calendar. Supplemental programs (summer and other break periods during which the District is closed) are not incorporated as part of this agreement.
2. Meet or exceed the Texas Department of Family Protective Services' (TDFPS) Minimum Standards for School-Age and Before or After-school Programs relating to Personnel, Ratios and Group Sizes, Activities and Equipment, Discipline and Guidance, Fieldtrips, Nutrition and Food Services, Health Practices, Safety Practices, Facilities, Play Space and Equipment, Fire Safety and Emergencies, and Transportation.
3. Be responsible for all licensing requirements, and shall be responsible for compliance with all state and federal regulations affecting the operation of said after-school program. LCISD shall not be responsible for licensing or compliance with state and federal regulations affecting the afterschool program, this being the sole responsibility of the Provider.
4. Provide Early Release and Full Day services on Staff Development Days and some Holidays. In the event of an unanticipated school closure during the school day, they shall provide staff to remain at the campus until all participating students are picked up.
5. Offer students age-appropriate, TEKS-based curriculum
6. Provide homework assistance for participating students
7. Provide the following to the designated LCISD district-level administrator, on an annual basis or as needed:
 - a. Copy of TDFPS Childcare Licensing Permit, if applicable
 - b. Copies of all TDFPS Childcare Licensing reviews and updates, if applicable
 - c. Copy of operating procedure manual personnel requirements, discipline policies, safety procedures, and all other program-related policies.
 - d. Copy of operating calendar. Changes must be submitted to participating parents, LCISD campus contact and the designated district-level administrator a minimum of 30 days in advance.
 - e. List of participating students; including updates on a quarterly basis.
 - f. List of after-school staff; including updates as they occur.
 - g. Prompt communication of any new programming, procedure changes, or any other changes that may occur while this Agreement is in effect.
 - h. Communication sent to parents or guardians and campus administration.
 - i. Produce and disseminate program and registration information to parents and school community.
8. Be A Champion, Inc. will provide and be responsible supervising the Lead Coordinator and additional staff, as well as materials, supplies, and equipment to support the after school program, curriculum and oversight, including program registration.
9. Collect co-pays for services Be A Champion, Inc. provides to students. Be A Champion, Inc. will invoice and collect a co-pay from parents/responsible parties of \$25/week or \$100/month, with no guarantee of enrollment.



BE A CHAMPION, INC.

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Tax ID Number: 90-0191922



- 10. Pay to Lamar CISD the fee required under the Space or Facility Agreement authorizing the usage of space to Be A Champion, Inc., not to exceed \$18 per attending* student/per month, based on attendance roster referenced in Article IV (7)(e). *Student must attend at least 2 weeks of care per month.

ARTICLE V
RESPONSIBILITY OF LCISD

LCISD is responsible for providing the following:

- 1. Space or Facility Agreement authorizing usage of space to Be A Champion, Inc., with in-kind consideration of the meal program and personnel outline in Article IV
- 2. Student attendance rosters and daily absentee reports
- 3. Provide list of students withdrawn from Seguin ECC (updated every 2 weeks)
- 4. Provide health permits and inspection reports that are required by the Texas Department of Agriculture-Child and Adult Care Food Program (CACFP)

ARTICLE VI
TERMINATION

Either party for any reason upon thirty (30) days written notice may terminate this Memorandum of Understanding with or without cause. Upon termination by either party, **LCISD** will be responsible for services that have been performed by **Be A Champion, Inc.** and accepted **LCISD** up to the terminated date.

ARTICLE VII
Miscellaneous

This Agreement is governed by the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any action arising out of this Agreement is a court of competent jurisdiction in Fort Bend County, Texas. Nothing in this Agreement waives or alters any immunity provided to **LCISD** and its employees or officers under state or federal law.

By signing below I hereby agree with the articles of this Memorandum of Understanding, please sign your name, title, and date below.

Dr. Thomas Randle, Superintendent
Lamar CISD

Date

Jaron Barganier, Founder & CEO
BE A CHAMPION, INC.

Date

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
RENOVATIONS TO NAVARRO MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Kelly R. Kaluza & Associates, Inc. for professional surveying services for the renovations to Navarro Middle School not to exceed the amount of \$6,800.

IMPACT/RATIONALE:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Referendum. Services include a standard topographic survey needed for the design of the renovations to Navarro Middle School.

PROGRAM DESCRIPTION:

Professional surveying services will generate reports and drawings with topographic information needed in the design of the renovations to Navarro Middle School.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Texas Licensed Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

September 3, 2014

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Navarro Middle School and Seguin Early Childhood Center, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above-referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Navarro Middle School Partial Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the tracts adjoining partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations onsite on approximate 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements along Avenue N and most Northerly entrance drive along Graeber Road; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location and detail on visible public and private utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner electronic drawing file and five (5) copies of topographic survey.

**Estimated Fee for Navarro Middle School
Topographic Work = \$ 6,800.00**

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
September 3, 2014
Page Two (2)

II. Seguin Early Childhood Center Partial Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the tracts adjoining partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations onsite on approximate 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements adjacent to main buildings along Mabel Street and Lettie Street; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location and detail on visible public and private utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner electronic drawing file and five (5) copies of topographic survey.

Estimated Fee for Seguin Early Childhood Center Topographic Work =	<u>\$ 9,740.00</u>
Total Estimated Fees =	<u>\$ 16,540.00</u>

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work. The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect's requirements and scheduling.

Total surveying fees based on estimated time for completion of all work described in the foregoing pages are **not to exceed** the specified amount, provided the Owner does not make major changes and/or additions to the design work. Additional surveying fees for the work will be billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kelly R. Kaluza & Associates, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

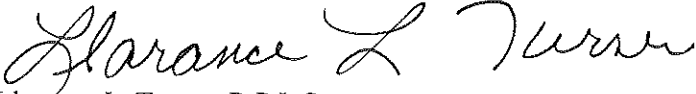
This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us. Thank you for this opportunity to be of assistance to you.

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
September 3, 2014
Page Three (3)

We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.


Clarence L. Turner, R.P.L.S.
President

LLT/lao

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

**KELLY R. KALUZA & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

0613

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
RENOVATIONS TO SEGUIN EARLY CHILDHOOD CENTER**

RECOMMENDATION:

That the Board of Trustees approve Kelly R. Kaluza & Associates, Inc. for professional surveying services for the renovations to Seguin Early Childhood Center not to exceed the amount of \$9,740.

IMPACT/RATIONALE:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Referendum. Services include a standard topographic survey needed for the design of the renovations to Seguin Early Childhood Center.

PROGRAM DESCRIPTION:

Professional surveying services will generate reports and drawings with topographic information needed in the design of the renovations to Seguin Early Childhood Center.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Texas Licensed Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

September 3, 2014

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Navarro Middle School and Seguin Early Childhood Center, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above-referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Navarro Middle School Partial Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the tracts adjoining partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations onsite on approximate 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements along Avenue N and most Northerly entrance drive along Graeber Road; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location and detail on visible public and private utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner electronic drawing file and five (5) copies of topographic survey.

**Estimated Fee for Navarro Middle School
Topographic Work = \$ 6,800.00**

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
September 3, 2014
Page Two (2)

II. Seguin Early Childhood Center Partial Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the tracts adjoining partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations onsite on approximate 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements adjacent to main buildings along Mabel Street and Lettie Street; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location and detail on visible public and private utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner electronic drawing file and five (5) copies of topographic survey.

**Estimated Fee for Seguin Early Childhood Center
Topographic Work = \$ 9,740.00**

Total Estimated Fees = \$ 16,540.00

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work. The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect's requirements and scheduling.

Total surveying fees based on estimated time for completion of all work described in the foregoing pages are **not to exceed** the specified amount, provided the Owner does not make major changes and/or additions to the design work. Additional surveying fees for the work will be billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kelly R. Kaluza & Associates, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

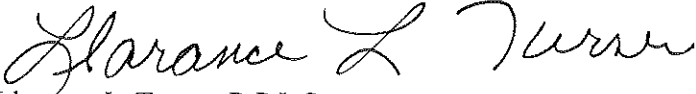
This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us. Thank you for this opportunity to be of assistance to you.

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
September 3, 2014
Page Three (3)

We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.


Clarence L. Turner, R.P.L.S.
President

LLT/lao

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

**KELLY R. KALUZA & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

0613

**CONSIDER APPROVAL OF BLANKET EASEMENT FOR THE
NEW FULSHEAR HIGH SCHOOL COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy blanket easement for the new Fulshear High School complex.

IMPACT/RATIONALE:

CenterPoint Energy is requesting this easement to begin the construction of permanent electrical service to the new Fulshear High School complex. This will provide the main electric service to the complex.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will begin design and construction of the permanent electrical service to the new Fulshear High School complex.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**SHORT FORM BLANKET EASEMENT
3-PHASE OVERHEAD AND UNDERGROUND**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }
COUNTY OF FORT BEND}

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Lamar Consolidated Independent School District and City of Fulshear, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, by and through whatever right, title, and interest Grantor holds in and to the property described herein below, has **GRANTED, SOLD AND CONVEYED** and by these presents, , does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

Restricted Reserves "A" and "E" of Lamar C.I.S.D. High School No. 5 Complex, a subdivision situated in the Enoch Latham Survey, Abstract 50, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20110054 of the Plat Records of said County and State, being the same property described in a Development Agreement by and between the City of Fulshear and Lamar Consolidated Independent School District, dated

March 11, 2011 and filed for record under County Clerk's File 2011027284 of the Official Public Records of Fort Bend County, Texas. (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when the Easement Area falls within residential developments.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of

the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

This instrument may be executed in counterpart originals and on different dates with the same legal effect as if all parties hereto had signed the same on the same date.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

City of Fulshear

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____,

_____ of **Lamar Consolidated Independent School District**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

STATE OF TEXAS }

COUNTY OF _____}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____,

_____ of **City of Fulshear**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF FORT BEND}

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of **Lamar Consolidated Independent School District**, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

Restricted Reserves "A" and "E" of Lamar C.I.S.D. High School No. 5 Complex, a subdivision situated in the Enoch Latham Survey, Abstract 50, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20110054 of the Plat Records of said County and State, being the same property described in a Development Agreement by and between City of Fulshear and Lamar Consolidated Independent School District, dated March 11, 2011 and filed for record under County Clerk's File 2011027284 of the Official Public Records of Fort Bend County, Texas. (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF FORT BEND}

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of **City of Fulshear**, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further

Restricted Reserves "A" and "E" of Lamar C.I.S.D. High School No. 5 Complex, a subdivision situated in the Enoch Latham Survey, Abstract 50, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20110054 of the Plat Records of said County and State, being the same property described in a Development Agreement by and between City of Fulshear and Lamar Consolidated Independent School District, dated March 11, 2011 and filed for record under County Clerk's File 2011027284 of the Official Public Records of Fort Bend County, Texas. (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

City of Fulshear

BY: _____
Signature

Name typed or printed

Title

SUBSCRIBED and SWORN before me this ____ day of _____, 20 ____.

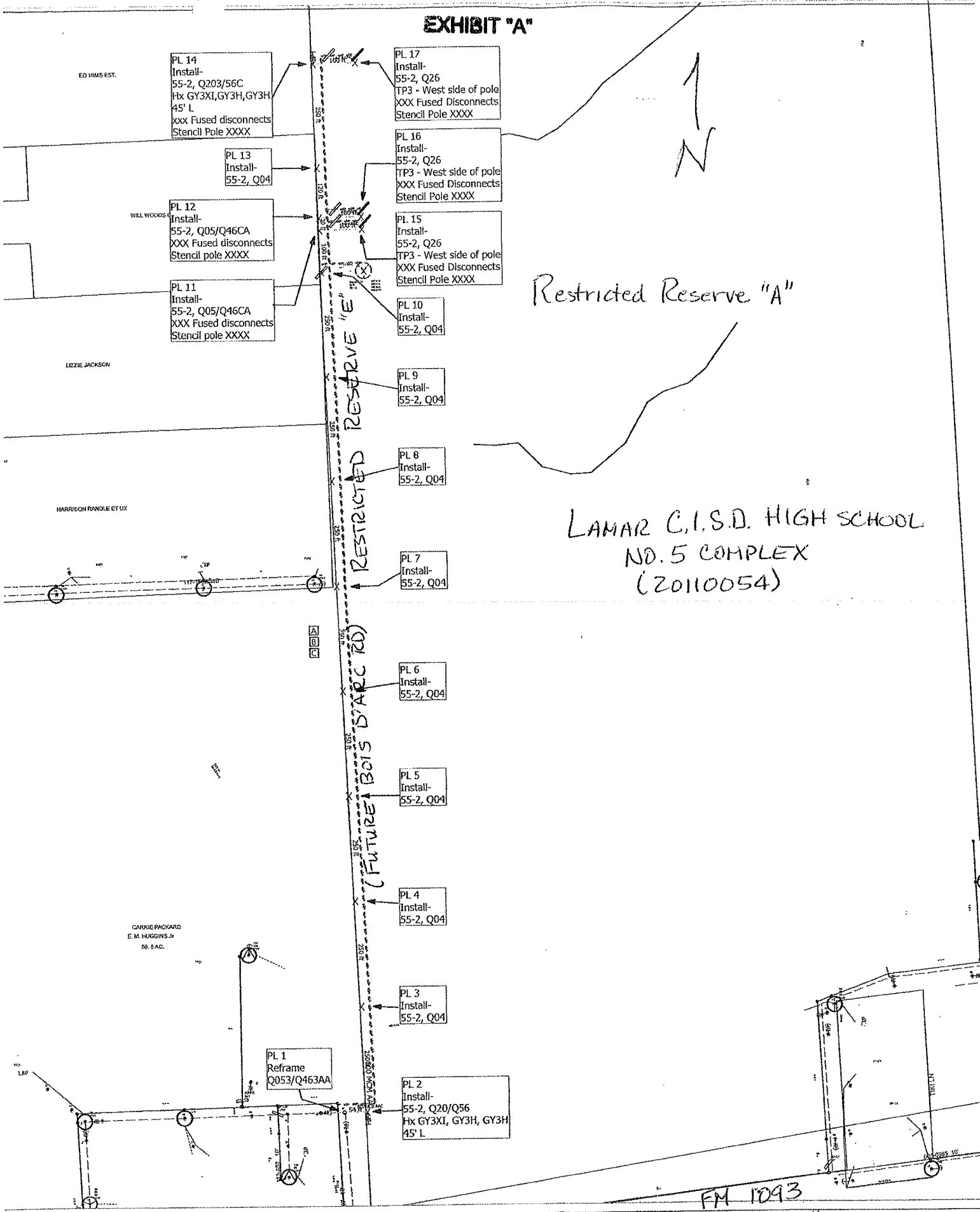
Notary's Signature

Name typed or printed

Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

EXHIBIT "A"



PL 14
Install-
55-2, Q203/56C
Fix GY3XI, GY3H, GY3H
45' L
XXX Fused disconnects
Stencil Pole XXXX

PL 13
Install-
55-2, Q04

PL 12
Install-
55-2, Q05/Q46CA
XXX Fused disconnects
Stencil pole XXXX

PL 11
Install-
55-2, Q05/Q46CA
XXX Fused disconnects
Stencil pole XXXX

PL 17
Install-
55-2, Q26
TP3 - West side of pole
XXX Fused Disconnects
Stencil Pole XXXX

PL 16
Install-
55-2, Q26
TP3 - West side of pole
XXX Fused Disconnects
Stencil Pole XXXX

PL 15
Install-
55-2, Q26
TP3 - West side of pole
XXX Fused Disconnects
Stencil Pole XXXX

PL 10
Install-
55-2, Q04

PL 9
Install-
55-2, Q04

PL 8
Install-
55-2, Q04

PL 7
Install-
55-2, Q04

PL 6
Install-
55-2, Q04

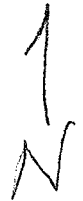
PL 5
Install-
55-2, Q04

PL 4
Install-
55-2, Q04

PL 3
Install-
55-2, Q04

PL 1
Reframe
Q053/Q463AA

PL 2
Install-
55-2, Q20/Q56
Fix GY3XI, GY3H, GY3H
45' L



Restricted Reserve "A"

LAMAR C.I.S.D. HIGH SCHOOL
NO. 5 COMPLEX
(20110054)

FM 1093

JOB # 70455426-1
S/C - KATY

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCING CONSULTANT
SERVICES FOR THE NEW CHURCHILL FULSHEAR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the new Churchill Fulshear High School not to exceed the amount of \$214,740.

IMPACT/RATIONALE:

Testing and balancing services is a professional service that the District must contract directly. These funds are provided with the 2011 Bond Referendum. The testing and balancing will provide final adjustments to the HVAC equipment installed in the new Churchill Fulshear High School.

PROGRAM DESCRIPTION:

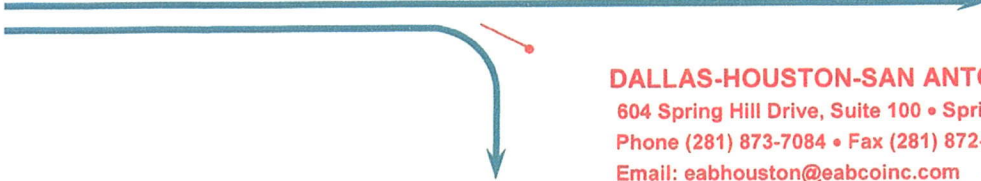
Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting services for the new Churchill Fulshear High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



DALLAS-HOUSTON-SAN ANTONIO

604 Spring Hill Drive, Suite 100 • Spring, Texas 77386

Phone (281) 873-7084 • Fax (281) 872-6309

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Gilbane Building Company
1002 ½ East Stadium Drive
Rosenberg, Texas 77471

RE: Lamar CISD
Churchill Fulshear Jr.
High School

ATTENTION: Stefanie Roberts

DATE: August 12, 2014

We are pleased to quote our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are quoting our services per the Issued for Construction Mechanical Plans dated June 3, 2014 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Base Bid..... \$ 214,740.00

Alternate #2..... NO SCOPE

TOTAL NET PRICE FOR THE ABOVE SERVICES..... **\$ 214,740.00**

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

C. G. Conaway
Sales Manager

Cc: Kevin McKeever (LCISD)

Please return this quote with your signature of approval.

Name & Title

Date of Acceptance

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCING CONSULTANT
SERVICES FOR THE NEW DEAN LEAMAN JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the new Dean Leaman Junior High School not to exceed the amount of \$150,000.

IMPACT/RATIONALE:

Testing and balancing services is a professional service that the District must contract directly. These funds are provided with the 2011 Bond Referendum. The testing and balancing will provide final adjustments to the HVAC equipment installed in the new Dean Leaman Junior High School.

PROGRAM DESCRIPTION:

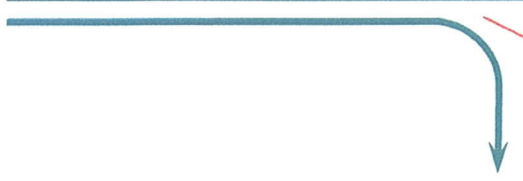
Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting services for the new Dean Leaman Junior High School.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



DALLAS-HOUSTON-SAN ANTONIO

604 Spring Hill Drive, Suite 100 • Spring, Texas 77386

Phone (281) 873-7084 • Fax (281) 872-6309

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Gilbane Building Company
1002 ½ East Stadium Drive
Rosenberg, Texas 77471

RE: Lamar CISD
Dean Leaman Junior
High School

ATTENTION: Stefanie Roberts

DATE: August 12, 2014

We are pleased to quote our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are quoting our services per the Issued for Construction Mechanical Plans dated June 13, 2014 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

TOTAL NET PRICE FOR THE ABOVE SERVICES.....\$ 150,000.00

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

C. G. Conaway
Sales Manager

Cc: Kevin McKeever (LCISD)

Please return this quote with your signature of approval.

Name & Title

Date of Acceptance

DISCUSSION OF CHAPTER 313 VALUE LIMITATION INCENTIVE

The Greater Fort Bend Economic Development Council has asked Lamar Consolidated Independent School District to consider providing a Chapter 313 Value Limitation Incentive to Project Tissue Paper. Project Tissue Paper is a major relocation prospect considering a site for its new manufacturing facility in Rosenberg, Fort Bend County, and within LCISD boundaries. The company represents a ten year capital investment and addition to the county tax rolls of approximately \$247 million.

Chapter 313 is a state program administered by the Comptroller's Office and has been granted on previous prospect relocations by other school districts in the state. Attached is a letter from the GFBEDC and a representative will present additional information and answer questions.

Submitted by: Dr. Thomas Randle, Superintendent



GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

SENT VIA E-MAIL

August 27, 2014

Dr. Thomas Randle
Superintendent
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

RE: Request for LCISD to consider and approve a Chapter 313 Value Limitation Incentive to Project Tissue Paper.

Dr. Randle,

A major relocation prospect is considering a site for its new manufacturing facility in Rosenberg, Fort Bend County, and within LCISD boundaries.

This letter and package is to ask for Lamar Consolidated Independent School District's consideration and approval in granting a State of Texas Chapter 313 Value Limitation, used as a relocation incentive, to Project Tissue Paper, which represents a ten year capital investment and addition to the county tax rolls of approximately \$247 million.

Chapter 313 is a state program administrated by the Comptroller's Office and has been granted on previous prospect relocations won by the school districts that we are currently competing with for this prospect.

As we previously discussed with you, we are planning of giving a Power Point presentation and discussion about the Chapter 313 program at the LCISD Board of Directors' Meeting on September 18, 2014.

We will discuss the program, why we are asking LCISD to consider and approve granting it, what the benefits are to LCISD for granting it, what the disadvantages are to LCISD for not granting it, the process and what agencies are involved; and, we will also be prepared to take questions from the board. The charts and values in the presentation will be based upon the most recent information that we have from the company. The values and information may change over the length of the company's competitive process in choosing a final site. However,

we are confident that the scope of the final values and information will be materially equivalent to what is used in the example of our presentation.

The basic concept of the Chapter 313 Incentive is that for extremely high value projects such as this prospect represents, the school district, as an incentive for the company to choose our area, has the ability to limit the effective property tax value to \$100 million for the O&M component of the LCISD tax rate for a ten year period. The I&S component of the LCISD is not affected and the property value is assessed at full value by the CAD.

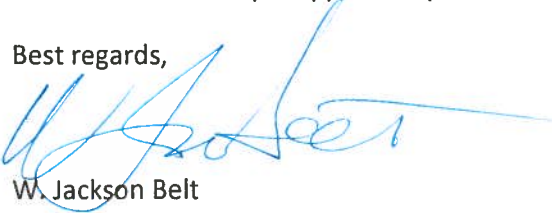
If the company's property tax roll values within four years after operations commence at their new facility exceed \$100 million, the value limitation begins. LCISD continues to receive O&M taxes on \$100 million. Any potential tax revenues on values in excess of \$100 million are not assessed nor paid. At the end of the ten year period when values have exceeded \$100 million each consecutive year, the value limitation on the O&M component expires and reverts to tax revenue based upon full CAD value. We expect full CAD value to be approximately \$247 million at that time.

This company's new facility is a highly sought after and competitive project. Relocation projects with capital investments of over \$35 million are rare. Being competitive and on the short list for a project with a \$247 million value and low school service costs (as it is an industrial, not residential development), is beyond extremely rare. We would be fortunate to be in the running for one project of this size every ten years. That is the reason this form of incentive is not frequently used or asked for from a school district.

If LCISD grants this incentive and we are successful in Fort Bend County being picked as their new location, LCISD will enjoy the benefit of this very unique high dollar base on the tax rolls. Without LCISD granting this incentive, Fort Bend County will not continue to be competitive in the site location decision of this company and LCISD will have a zero gain in the tax roll base as this company will relocate elsewhere.

Thank you for your consideration and we look forward to the Board meeting to further explain and discuss this unique opportunity.

Best regards,



W. Jackson Belt
Executive Vice President

**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR
TEACHING STAFF, 2014-2015 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2014-2015 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as PDAS appraisers for the 2014-2015 school year.

Eugenia Antoine
Tiffany Foster
Jamie Vincek

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF PROJECTOR PURCHASES

RECOMMENDATION:

That the Board of Trustees approve the purchase of projectors and installation services not to exceed the amount of \$25,000.

IMPACT/RATIONALE:

There are currently classroom projectors that no longer work due to hardware or bulb failure. Depending on the projector age or quality, repair or bulb replacement may not be financially advisable. These projectors need to be replaced in a timely manner as to minimize the impact on instruction.

PROGRAM DESCRIPTION:

The 2011 bond included funds for projector refresh throughout the district. This refresh is occurring in planned multiple phases based on age and failure patterns of equipment. Upon approval, replacements for projectors that must be replaced ahead of their scheduled refresh time will be purchased using bond funds dedicated to projector refresh. Purchases would be made from a district-approved vendor and using purchasing co-operative pricing.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF AUGUST 31, 2014)**

- Exhibit "A" gives the LCISD collections made during the month of August 31, 2014.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through August 31, 2014, LCISD had collected 99.2% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
August 2014**

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
13	\$ 203,988.53	\$ 33,155.77	\$ 35,576.68	\$ 272,720.98	\$ 152,626.36	\$ 60,384.25	\$ 51,362.17	\$ 8,348.20
12	\$ 40,412.20	\$ 7,439.05	\$ 5,227.09	\$ 53,078.34	\$ 30,236.80	\$ 10,793.04	\$ 10,175.40	\$ 1,873.10
11	\$ 22,299.83	\$ 4,554.53	\$ 1,952.84	\$ 28,807.20	\$ 16,364.10	\$ 5,295.03	\$ 5,935.73	\$ 1,212.34
10	\$ 18,638.71	\$ 5,743.17	\$ 2,573.30	\$ 26,955.18	\$ 13,933.11	\$ 6,866.51	\$ 4,705.60	\$ 1,449.96
09	\$ 8,978.86	\$ 1,342.56	\$ 566.24	\$ 10,887.66	\$ 7,068.81	\$ 1,628.78	\$ 1,910.05	\$ 280.02
08	\$ 3,902.86	\$ 1,077.39	\$ 505.99	\$ 5,486.24	\$ 3,074.91	\$ 1,358.40	\$ 827.95	\$ 224.98
07	\$ 2,178.14	\$ 1,949.88	\$ 825.60	\$ 4,953.62	\$ 1,684.86	\$ 2,333.95	\$ 493.28	\$ 441.53
06	\$ 1,616.82	\$ 1,585.53	\$ 580.49	\$ 3,782.84	\$ 1,389.75	\$ 1,943.33	\$ 227.07	\$ 222.69
05	\$ 1,197.77	\$ 1,376.69	\$ 462.81	\$ 3,037.27	\$ 1,054.38	\$ 1,674.70	\$ 143.39	\$ 164.80
04	\$ 1,154.86	\$ 1,466.44	\$ 524.26	\$ 3,145.56	\$ 1,013.82	\$ 1,811.59	\$ 141.04	\$ 179.11
03	\$ 996.82	\$ 1,381.37	\$ 356.29	\$ 2,734.48	\$ 893.43	\$ 1,594.62	\$ 103.39	\$ 143.04
02	\$ 171.33	\$ 231.79	\$ 54.10	\$ 457.22	\$ 161.10	\$ 272.72	\$ 10.23	\$ 13.17
01	\$ 19.14	\$ 31.00	\$ 7.52	\$ 57.66	\$ 17.25	\$ 35.46	\$ 1.89	\$ 3.06
00	\$ 18.61	\$ 32.39	\$ 7.66	\$ 58.66	\$ 16.57	\$ 36.50	\$ 2.04	\$ 3.55
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ 8.51	\$ 16.94	\$ 3.82	\$ 29.27	\$ 8.51	\$ 20.76	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ 97.67	\$ 205.32	\$ 41.70	\$ 344.69	\$ 93.30	\$ 238.42	\$ 4.37	\$ 8.60
95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ 2.11	\$ 5.46	\$ 1.14	\$ 8.71	\$ 2.02	\$ 6.36	\$ 0.09	\$ 0.24
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 305,682.77	\$ 61,595.28	\$ 49,267.53	\$ 416,545.58	\$ 229,639.08	\$ 96,294.42	\$ 76,043.69	\$ 14,568.39

**Lamar Consolidated ISD
Tax Collections
September 1, 2013-August 31, 2014
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 8/31/2014
13	\$ 142,546,725.94	\$ 6,929,880.47	\$ 149,476,606.41	\$ 148,220,912.03	\$ 635,885.93	\$ 118,710.05	\$ 148,975,508.01	\$ 1,255,694.38
12	\$ 1,236,663.96	\$ 65,612.23	\$ 1,302,276.19	\$ 739,541.67	\$ 166,213.23	\$ 172,477.79	\$ 1,078,232.69	\$ 562,734.52
11	\$ 546,327.21	\$ 162,074.55	\$ 708,401.76	\$ 286,833.42	\$ 62,325.53	\$ 43,058.61	\$ 392,217.56	\$ 421,568.34
10	\$ 396,600.60	\$ 148,690.61	\$ 545,291.21	\$ 199,269.67	\$ 46,793.91	\$ 25,553.81	\$ 271,617.39	\$ 346,021.54
09	\$ 326,256.10	\$ 167,393.56	\$ 493,649.66	\$ 173,707.63	\$ 34,614.02	\$ 17,285.98	\$ 225,607.63	\$ 319,942.03
08	\$ 259,568.71	\$ 94,293.17	\$ 353,861.88	\$ 123,879.62	\$ 18,697.08	\$ 6,328.10	\$ 148,904.80	\$ 229,982.26
07	\$ 245,848.11	\$ 10,976.44	\$ 256,824.55	\$ 42,247.05	\$ 16,676.41	\$ 5,180.18	\$ 64,103.64	\$ 214,577.50
06	\$ 178,805.61	\$ (6,196.12)	\$ 172,609.49	\$ 30,356.47	\$ 23,578.32	\$ 8,879.88	\$ 62,814.67	\$ 142,253.02
05	\$ 191,664.56	\$ (1,818.49)	\$ 189,846.07	\$ 16,857.30	\$ 15,560.66	\$ 5,106.55	\$ 37,524.51	\$ 172,988.77
04	\$ 115,403.37	\$ (29,181.48)	\$ 86,221.89	\$ 8,843.52	\$ 9,150.09	\$ 3,256.09	\$ 21,249.70	\$ 77,378.37
03	\$ 61,574.39	\$ (2,305.00)	\$ 59,269.39	\$ 4,697.12	\$ 5,928.35	\$ 1,328.80	\$ 11,954.27	\$ 54,572.27
02	\$ 45,766.37	\$ (1,804.48)	\$ 43,961.89	\$ 5,940.54	\$ 7,966.78	\$ 1,950.04	\$ 15,857.36	\$ 38,021.35
01	\$ 39,476.19	\$ (1,361.31)	\$ 38,114.88	\$ 2,898.14	\$ 4,357.07	\$ 1,016.75	\$ 8,271.96	\$ 35,216.74
00	\$ 33,046.85	\$ (573.81)	\$ 32,473.04	\$ 2,515.37	\$ 4,062.66	\$ 960.67	\$ 7,538.70	\$ 29,957.67
99	\$ 35,999.90	\$ (459.43)	\$ 35,540.47	\$ 2,297.02	\$ 3,974.92	\$ 916.39	\$ 7,188.33	\$ 33,243.45
98	\$ 27,275.17	\$ (372.53)	\$ 26,902.64	\$ 2,318.11	\$ 4,155.89	\$ 930.41	\$ 7,404.41	\$ 24,584.53
97	\$ 23,982.78	\$ (457.48)	\$ 23,525.30	\$ 2,198.59	\$ 4,213.90	\$ 940.42	\$ 7,352.91	\$ 21,326.71
96	\$ 25,664.08	\$ (434.87)	\$ 25,229.21	\$ 3,152.57	\$ 6,279.86	\$ 1,328.77	\$ 10,761.20	\$ 22,076.64
95	\$ 25,336.11	\$ (222.35)	\$ 25,113.76	\$ 1,982.59	\$ 4,086.92	\$ 868.71	\$ 6,938.22	\$ 23,131.17
94	\$ 19,128.12	\$ (6,455.52)	\$ 12,672.60	\$ 1,920.01	\$ 4,102.52	\$ 868.11	\$ 6,890.64	\$ 10,752.59
93	\$ 11,038.63	\$ (187.25)	\$ 10,851.38	\$ 913.41	\$ 2,223.20	\$ 470.50	\$ 3,607.11	\$ 9,937.97
92	\$ 7,811.68	\$ (1,037.05)	\$ 6,774.63	\$ 711.96	\$ 1,850.99	\$ 384.44	\$ 2,947.39	\$ 6,062.67
91 & prior	\$ 17,743.56	\$ -	\$ 17,743.56	\$ 969.37	\$ 2,965.82	\$ 552.00	\$ 4,487.19	\$ 16,774.19
Totals	\$146,417,708.00	\$7,526,053.86	\$153,943,761.86	\$ 149,874,963.18	\$1,085,664.06	\$418,353.05	\$151,378,980.29	\$4,068,798.68

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

MONTH	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%
NOV	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%
DEC	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%
JAN	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%
FEB	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%
MAR	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%
APR	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%
MAY	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%
JUNE	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%
JULY	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%
AUG	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2013-14 TAX COLLECTIONS
AS OF AUGUST 31, 2014**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 8/31/2014	% OF BUDGET COLLECTED
2013	2013-14	\$145,701,377	\$148,220,912	101.73%
2012 & Prior	2012-13 & Prior	\$2,150,000	\$1,654,051	76.93%
TOTAL		\$147,851,377	\$149,874,963	101.37%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF AUGUST 31, 2014**

Exhibit E

SCHOOL YEAR TAX YEAR	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013
COLLECTION YEAR						
1 Orig. Levy	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726
1 Collections	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	140,561,034	148,220,912
Adj. To Roll	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,929,880
2 Collections	\$ 1,484,532	\$ 1,349,141	1,050,557	915,762	739,542	
Adj. To Roll	\$ (65,264)	\$ (117,676)	53,764	(64,337)	65,612	
3 Collections	\$ 248,471	\$ 368,541	329,317	286,833		
Adj. To Roll	\$ 96	\$ 67,079	13,438	162,075		
4 Collections	\$ 223,830	177,479	199,270			
Adj. To Roll	\$ 102,644	(27,690)	148,691			
5 Collections	129,732	\$ 173,708				
Adj. To Roll	28,960	\$ 167,394				
6 Collections	\$ 123,880					
Adj. To Roll	\$ 94,293					
TOTAL:						
COLLECTIONS	\$ 125,381,896	\$ 130,223,285	\$ 133,665,163	\$ 137,320,302	\$ 141,300,576	\$ 148,220,912
ADJUSTED TAX ROLL	\$ 125,611,878	\$ 130,543,227	\$ 134,011,183	\$ 137,741,870	\$ 141,863,310	\$ 149,476,606
BALANCE TO BE COLLECTED	\$ 229,982	\$ 319,942	\$ 346,020	\$ 421,568	\$ 562,735	\$ 1,255,694
ADJ. TAXABLE VALUE	\$ 9,679,950,521	\$ 10,059,972,050	\$ 9,820,906,747	\$ 9,909,130,628	\$ 10,205,626,450	\$ 10,753,325,881
TOTAL % COLLECTIONS AS OF JULY 31, 2014	99.8%	99.8%	99.7%	99.7%	99.6%	99.2%
TAX RATE	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005	1.39005

100

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

A-Rocket Moving & Storage (CTE – ALC Metal Shop)	Application # 1	\$	3,150.00
A-Rocket Moving & Storage (CTE – ALC Metal Shop)	Application # 2	\$	3,000.00
A-Rocket Moving & Storage (CTE – ALC Relocation)	Application # 1	\$	1,570.00
A-Rocket Moving & Storage (CTE – ALC Relocation)	Application # 2	\$	1,470.00
A-Rocket Moving & Storage (CTE – FHS Metal Shop)	Application # 1	\$	2,180.00
A-Rocket Moving & Storage (CTE – FHS Metal Shop)	Application # 2	\$	2,180.00
Gilbane (2011 Bond Program)	Application # 28	\$	255,095.00
Terracon (Arredondo Elementary)	Application # 5	\$	5,975.00
Terracon (Traylor Stadium)	Application # 5	\$	2,286.00
VLK Architects (Misc. Renovations 2014 - Reimbursables)	Application # 4	\$	21,191.67

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 August, 2014:

- The department completed 1,268 requests with 272 new requests
- 86 were closed

Maintenance:

The Maintenance Department assisted by:

- Repairing the kitchen hot water heater at Terry High
- Cleaning the kitchen grease trap at Lamar High
- Repairing outside lights at the Transportation Center
- Repairing the wall pack lights at the Transportation Satellite Center
- Reprogramming the bell schedule at Taylor Ray Elementary
- Repairing the sound system in the auditorium at Ryon Middle
- Repairing the hallway roll up gate at George Junior High
- Repairing the fire alarm system at Hubenak Elementary
- Repairing the fire alarm system at the Transportation Center
- Replacing the window glass trim at Jane Long Elementary
- Changing out the ballast in a light fixture at the Maintenance Center
- Replacing a wheel on the chair cart at Meyer Elementary
- Touching up the wall with paint in a classroom at George Ranch High
- Assembling a cart, magazine rack, and mini-cart at Lamar Junior High
- Changing lamps in four light fixtures in the library at Reading Junior High
- Repairing a door stop in a classroom at Adolphus Elementary
- Removing rust and priming around a window in a classroom at Terry High
- Caulking and painting over cracks in the block wall in various classrooms at Foster High
- Repairing floor tiles in a classroom at Foster High
- Installing a new sign for the boys restroom at Foster High
- Installing new signs to the restrooms at the Administrative Annex
- Removing old and unnecessary signs at the Administrative Annex
- Removing an old mailbox at the Administrative Annex
- Anchoring the book cases to the wall in a classroom Campbell Elementary
- Repainting the upper half of the wall in a classroom at George Ranch High
- Moving back pack racks from the classrooms to the hallways in various areas at Campbell Elementary
- Hanging a white board in the gym at Campbell Elementary

- Installing weather stripping in a mechanical room at Wertheimer Middle
- Cleaning the interceptors in the art room at George Ranch High
- Testing the domestic water backflow devices at George Ranch High
- Repairing the pole lights at Briscoe Junior High
- Retrofitting the stage light fixtures at Beasley Elementary
- Repairing the outside wall pack lighting at Austin Elementary
- Repairing lighting fixtures at Jackson Elementary
- Replacing the fire alarm system FCPS box at Wessendorff Middle
- Replacing a broken window glass at Travis Elementary
- Performing the quarterly inspections on ice machines district-wide
- Installing a piece of carpet and cove base around the cabinet in an office at the Development Center
- Cleaning the portable building and ramps at Huggins Elementary
- Installing new batteries to the emergency light fixture in various classrooms at Williams Elementary
- Installing window blinds in a classroom at Travis Elementary
- Repairing holes in a wall in a restroom at Pink Elementary
- Restriping the front parking lot at Bowie Elementary
- Repairing the benches in the outside covered area at Bowie Elementary
- Re-setting the choir platform risers in the choir area at George Ranch High
- Mounting time clocks to the wall at Foster High
- Mounting time clocks to the wall at Ryon Middle
- Mounting time clocks to the wall at Adolphus Elementary
- Installing a white board in a classroom at Jane Long Elementary
- Repainting the strips in all three parking lots at Jane Long Elementary
- Repairing a broken light fixture at Jane Long Elementary
- Hanging five picture boards in the hallway leading to the coaches office at Terry High
- Assembling four tennis court benches at Terry High
- Moving white boards from one classroom to another at Austin Elementary
- Touching up walls in the hallway at Beasley Elementary
- Repainted the Long Horns on driveway for car line and leading into the building at Ryon Middle
- Installing new basketball rims in the gym at Terry High
- Installing a white board in E-111 at George Junior High
- Repairing the ice machine in the gym area at George Junior High
- Pressure washing the front of the school at Ryon Middle
- Installing soap dispensers in a classroom at George Ranch High
- Assembling various furniture and equipment pieces for Life Skills at Adolphus Elementary
- Moving a keyboard tray at Brazos Crossing
- Assembling a cart at Lamar Junior High
- Hanging a sound panel in a classroom at Lamar Junior High
- Performing quarterly ice machine inspections district-wide

- Removing the presentation cabinet from one room and relocating it to another at George Ranch High
- Repairing the stair rails by the nurses office at Briscoe Junior High
- Re-gluing the cove base in the front entrance at Reading Junior High
- Changing the door entry to a restroom in the lounge at Jackson Elementary
- Securing the counter top to the wall in a classroom at McNeill Elementary
- Moving a white board from one classroom to another at Smith Elementary
- Installing a cover plate in classroom E-4 at Smith Elementary
- Re-gluing vinyl in various classrooms at Smith Elementary
- Installing weather stripping around the doors on the portables at Smith Elementary
- Repairing a drawer in a classroom at Smith Elementary
- Adjusting a classroom door at Smith Elementary
- Repainting a back door at Campbell Elementary
- Replacing a paper towel dispenser in a restroom Meyer Elementary
- Reattaching a white board in a classroom at Adolphus Elementary
- Hanging a banner in a classroom at Lamar Junior High
- Making a stencil of a Roadrunner and painting seven Roadrunners with numbers in front of school at Travis Elementary
- Installing a new piece of cove base in a classroom at Jackson Elementary
- Installing a mini-blind in the shop area at Briscoe Junior High
- Replacing several corner guards throughout the school at Pink Elementary
- Installing a pencil sharpener in a classroom at Pink Elementary
- Installing entry/exit signs on new student drop off in front of Travis Elementary
- Installing new weather stripping on the exit doors by C-2 at Jackson Elementary
- Replacing a broken handrail by the portables and tightening all railing by the portables at Huggins Elementary
- Repairing the tower lights at Traylor Stadium
- Repairing and replacing outside lighting at the Administrative Annex
- Replacing bad clocks at Frost Elementary
- Replacing intercom system backup batteries at Pink Elementary
- Opening a classroom door for a teacher who was locked out at Terry High
- Replacing a smoke detector at George Junior High
- Replacing a smoke detector at Terry High
- Applying glass patch on a small hole in a window glass at Special Needs Center

Energy Management

Energy assisted by:

- Adding modules to FS Direct (Facility Scheduling Direct)
- Reviewing with the building managers what they would receive and see through FS Direct
- Conducting four training classes on FS Direct with site administrators
- Reviewing the ALC project

- Reviewing monthly utility bills
- Reviewing upcoming schedules for the school year
- Attending a meeting to review next summer bond projects
- Began processing annual appliance permit fees
- Inputting the facility schedules for the first week of school
- Walking facilities in preparation for the first day of school
- Answering questions regarding small appliances
- Observing the HVAC equipment for proper use and operation
- Issued alarm codes for facility use at the Administrative Annex
- Overseeing the installation of an HVAC unit in a portable building at Smith Elementary

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Mowing district-wide
- Trimming trees at Alternative Learning Center
- Trimming trees at Lamar High
- Trimming trees at the Administrative Annex
- Trimming trees at Travis Elementary
- Trimming trees at Adolphus Elementary
- Trimming trees at McNeill Elementary
- Delivering tables to Jackson Elementary
- Delivering tables to Frost Elementary
- Delivering chairs to Wessendorff Middle
- Delivering tables to George Ranch High
- Delivering tables to Smith Elementary
- Delivering tables to Travis Elementary
- Delivering tables to Beasley Elementary
- Delivering tables to Jane Long Elementary
- Delivering tables to Hutchison Elementary
- Delivering tables to Huggins Elementary
- Picking up tables from George Ranch High
- Picking up tables from Beasley Elementary
- Picking up tables from Jackson Elementary
- Painting the field lines on all the competition football fields at George Ranch High, Terry High, and Foster High
- Delivering chairs to Powell Point
- Setting up Traylor Stadium for football games
- Setting up the cafeteria for breakfast and lunch at Briscoe Junior High
- Delivering copy paper to the workrooms at Briscoe Junior High
- Cleaning up vomit in two classrooms at Briscoe Junior High
- Moving several tables to the music room area at Jackson Elementary
- Removing several boxes from the office area at Jackson Elementary

- Cleaning the front office windows at Jackson Elementary
- Moving a file cabinet at Jackson Elementary
- Removing trash from school grounds at Wessendorff Middle
- Cleaning the front office windows and doors at Wessendorff Middle
- Putting traffic cones out in front of the school at Wessendorff Middle
- Restocking the custodial rooms at Wessendorff Middle
- Unclogging a toilet in the clinic at Wessendorff Middle
- Setting up for meeting in room 215C at Brazos Crossing
- Setting up the board room for meeting at Brazos Crossing
- Delivering copy paper to classrooms at Seguin Early Childhood Center
- Setting up tables and chairs for Project Learn at Seguin Early Childhood Center
- Delivering copy paper to the office area at Seguin Early Childhood Center
- Moving tables from the gym to a science lab at Pink Elementary
- Moving 55 folding chairs into storage at Pink Elementary
- Scheduling Gillen's Pest Control services district-wide
- Providing ant control district-wide
- Removing wasps at Thomas Elementary
- Installing a Bat Exclusion Device on the outside wall of the cafeteria at Beasley Elementary
- Installing a Pigeon Excluder device at George Ranch High
- Applying weed control at Pink Elementary
- Removing wasps at Thomas Elementary
- Removing wasps at Meyer Elementary
- Removing wasps at Smith Elementary

Resources: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Director of Maintenance & Operations (Region 4)
 Jeff Kimble, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)

Lamar CISD 2011 Bond Program Monthly Report



September 2014



Arredondo ES

2006 Bond Program Projects

Transportation Satellite Facility

- Project is complete
- Projected close-out for the Satellite Transportation is October 2014.

Lamar High School Baseball/Softball Complex

- Project is complete.

2011 Bond Program Projects

Adolphus Elementary

- Project is complete.

Agricultural Barn Renovations

- Project is complete.

Arredondo Elementary

- Construction is approximately three weeks behind schedule due to permitting issues with the City and the local MUD. The contractor expects to recover this time over the course of the project. A recovery schedule was prepared by Drymalla which shows a completion date back on schedule.
- In site fire line is complete.
- Work on grade beams continues in area A and B and are being formed and poured as weather permits.
- Precast planks are complete in area C, D, and E.
- Topping slab has been poured in areas C and D.
- Under slab plumbing rough-in is complete in area B and continues in area A
- Structural steel is due on site the week of September 8, 2014. A pre-installation meeting is scheduled for September 10, 2014 at the jobsite.
- The next project meeting is scheduled for Wednesday September 17, 2014 with Gilband, PBK, Drymalla Construction, and the District.



Churchill Fulshear



Churchill Fulshear

George Ranch High School Build-Out

- Project is complete.



ALC

Churchill Fulshear High School Complex:

- Notice to Proceed was issued to Drymalla Construction on June 23, 2014
- Project meetings with PBK, Drymalla, Gilbane, and LCISD have started on a biweekly basis.

Churchill Fulshear (Jr.)HS, Fieldhouse & Sitework

- Excavation of the detention pond is ongoing.
- Clearing and grubbing of the site is complete.
- Construction fencing and silt fence have been installed along the West property line.
- Burning of onsite debris is completed.
- Building pad fill dirt complete.
- Piers in areas G, H, J, K, L, and M are complete. Area N has started.
- Area of future Bois D'Arc Drive is being compacted.
- Office trailer pad has been installed and trailers are on site.
- A coordination meeting for auditorium rough-in was held August 21, 2014
- An underground electrical pre-install meeting was held August 27, 2014
- Underground plumbing rough-in is completed in area G and H.
- Blanket easement for the service poles will be presented to the board for approval in September.



ALC

Dean Leaman JHS

- Building pad corners have been laid out by surveyor.
- Building pad fill dirt is complete.
- Pier rebar is being assembled onsite.

Miscellaneous Renovations to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

- Project is complete.

Miscellaneous Renovations to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES, & Travis ES,

ALC

- Project is complete.
- Contractor is working on punch list items.

Austin Elementary

- Project is complete.
- Contractor is working on punch list items.



Travis ES



Traylor Stadium

Beasley Elementary

- Project is complete.
- Contractor is working on punch list items.

Foster HS

- Project is complete.
- Contractor is working on punch list items.

Lamar JHS

- Boiler installation and pumps are complete.
- Contractor is working on punch list items.

Lamar HS

- Project is complete
- Contractor is working on punch list items.



Foster HS

Taylor Ray Elementary

- Project is complete.
- Contractor is working on punch list items.

Travis Elementary

- Project is complete.
- Contractor is working on punch list items.

New Natatorium

- Construction is approximately four weeks behind schedule due to delays in receiving bar joist. Material was received as scheduled on August 25, 2014. The contractor is working on a recovery schedule.
- Bar joists have been placed and decking installed and welded. Prep work for the slab on deck continues.
- Slab on grade on the east side of the building for the entry and bleacher sections has been poured
- The majority of the upper roof deck has been placed and the roof material installed.
- Masonry work has progressed as far as possible but will resume after placement of the elevated slab and installation of the pool floor.
- Pool drainage systems and bedding material installation is complete and prep work is being done for the installation of the pool floor.
- The next project meeting is scheduled for Wednesday, September 10, 2014 with Gilbane, PBK, Gamma Construction, and the District.



Natatorium



Natatorium

Polly Ryon Middle School

- Project is complete.

Satellite Transportation Center Phase II

- LCISD Board of Trustees approved the design development presentation in July.

Traylor Stadium Renovations

- The first phase of the project (Buildings 1&2) was substantially complete on Thursday August 28, 2014 and the first game was held on that date.
- The contractor is currently working on punch list items.
- Phase 2 of the project (Building 3 and demolition) will continue after football season and after the completion of the ne Natatorium and relocation of the District laundry facility.
- The next project meeting is scheduled for Wednesday, September 10, 2014 with Gilbane, PBK, Drymalla Construction, and the District.



Traylor Stadium Renovations

Track & Turf

- Project is complete.



Traylor Stadium Renovations

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$193,421,228	172,572,501	22,539,525	\$42,233,367
EXISTING FACILITIES	23,791,754	17,585,317	6,206,013	14,498,824
TECHNOLOGY	21,168,000	0	0	0
TRANSPORTATION	6,100,779	5,263,874	836,905	5,263,874
LAND	2,913,854	1,780,793	1,133,061	1,780,793
MISCELLANEOUS	1,763,600	1,763,600	0	1,763,600
TOTAL	\$249,159,215	198,966,085	30,715,504	\$65,540,458

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 in fostering 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

Texas A&M Chapter of Advise TX Memorandum of Understanding

among

Texas Higher Education Coordinating Board, Texas A&M University, and Lamar Consolidated Independent School District

Parties

This is a Memorandum of Understanding (“MOU”) among the Texas Higher Education Coordinating Board (“THECB”), Texas A&M University (“University”), and Lamar Consolidated Independent School District (hereafter referred to as “Lamar CISD” and/or the “high school”) relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as “The Advise TX program”, “Advise TX”, or as “the project”).

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps (“CAC”), and CAC’s contracted evaluation team).

Lamar CISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

B.F. Terry High School

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time “near-peer” advisers in targeted Texas high schools (“Advisers”). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2014-2015 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Lamar CISD. The Texas A&M University Office of Admissions serves as the University representative office for this program.

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 1) help students identify colleges; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student’s choice. The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment 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 with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Lamar CISD high schools identified herein.

THECB, the University, the Lamar CISD, and each participating high school in the Lamar CISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.
3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Lamar CISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Lamar CISD which contains Personally Identifiable Information (“PII”), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (such PII is herein referred to as “FERPA Data”). Lamar CISD’s disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 (“the Audit and Evaluation exception”) and (2) the Advisers performing an institutional service or function for which the Lamar CISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) (“the School Officials Exception”).

The University agrees to the following terms during the project:

1. Identify, recruit, and appoint one Adviser to serve each of the Lamar CISD high schools identified herein for an average of 40 hours per week for the period of August 25, 2014 – June 12, 2015.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Lamar CISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Lamar CISD and the high school, as the Lamar CISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Lamar CISD and the high school beyond the current term.
10. Keep any and all student-level data provided by the Lamar CISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU.
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.

The Lamar CISD and/or high school agrees to the following terms during the project:

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).

3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 25, 2014 and ending June 12, 2015; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

Purpose and Description of Program Evaluation to be Conducted

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:
 - comprehensive compilation and analysis of direct outcomes for the Advise TX program
 - comparative analysis of college-going rates between control schools and program-participating schools
 - assessment of increased scholarship dollars for universities and students
 - analysis and assessment of college preparation activities undertaken by high school students
 - identification of success factors that contribute to increased college-going rates and improved school morale
 - examination of the relationship between student grades, class schedules, and college enrollment

- a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Lamar CISD and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

FERPA Authorized Representatives and Adviser Serving as School Official

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Lamar CISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Lamar CISD, shall have access to the student education records of Lamar CISD pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the Lamar CISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

FERPA Compliance

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Lamar CISD to THECB or the Adviser pursuant to this MOU:
 - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps’ umbrella organization.
 - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
 - By disclosing PII from education records to THECB or the Adviser, Lamar CISD in no way assigns ownership of this data to an authorized representative or the Adviser.
 - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Lamar CISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.
 - For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate.

THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.

- THECB shall promptly notify Lamar CISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

Term of MOU

This MOU begins August 1, 2014 and shall terminate on July 31, 2015.

Legal Compliance and Right to Audit

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

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

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Trademark

The Parties certify and acknowledge that the Advise TX[®] and the Advise TX College Advising Corps[®] word marks and logos are the trademarks or registered trademarks of THECB. The University and Lamar CISD are responsible for including the trademark registration notice (®) on the trademarks.

Amendments

This MOU may be modified only by written amendment executed by the Parties hereto.

Termination or option to individually opt out of program participation

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and

to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding and officially authorized to sign and execute on behalf of my institution.

Lamar Consolidated Independent School District

Thomas Randle 8-24-14
Signature Date
Thomas Randle, Superintendent
Print Name and Title

Vera M. Wehring 8.27.14
Signature Date
Vera Wehring, Principal
Print Name and Title

Signature Date

Print Name and Title

Texas A&M University

Signature Date

Print Name and Title

Signature Date

Print Name and Title

THECB

Signature Date

Print Name and Title

Signature Date

Print Name and Title

INFORMATION ITEM: TRANSPORTATION UPDATE AND DISCUSSION

The Transportation Department began the year with some major issues. The source of many issues was our transportation software not correctly communicating with our student management software. This has since been corrected and is being monitored. Major changes were poorly communicated to staff and parents. However, there is no excuse for the widespread changes, lack of information or safety concerns that surfaced. The District immediately addressed changes that had an impact on student safety and began plans for long term corrections. The District is currently reviewing transportation department operations and will take appropriate action to correct deficiencies. The District will hire the Texas Transportation Institute—which is affiliated with Texas A&M University—to independently conduct a comprehensive audit of our transportation system, processes, policies, and to recommend changes.

The staff will present a formal report and respond to questions.

**INFORMATION ITEM: RETROFITTING AIR CONDITIONING
TO THE CURRENT BUS FLEET**

The Board of Trustees requested information about the cost of adding air-conditioning to the Lamar Consolidated Independent School District transportation bus fleet.

Currently the Transportation Department fleet contains 188 un-air conditioned buses, 17 will be replaced with the 2014 Bond Referendum.

The estimated cost to retrofit a bus with air-conditioning will range from \$7,400 to as high as \$12,900, according to several vendors who were contacted. Three companies contacted indicated they could retrofit 2 to 3 buses per week. It will take an estimated 14 to 21 months to retrofit 171 buses off site.

Part of the 2014 Bond Referendum includes the purchase of 50 new buses. To purchase new buses with air-conditioning the additional cost was \$7,500 per bus.

Submitted by: J. Kevin McKeever, Administrator for Operations
Isaac Davila, Director of Transportation

INFORMATION ITEM: HIGH SCHOOL SPORTS FIELDS

The Board of Trustees requested information about the condition of the sports fields at each high school within the District. Specific information is found on the following pages.

Submitted by: Mike Rice, Athletic Director
 J. Kevin McKeever, Administrator for Operations
 Aaron Morgan, Region 4 ESC

Lamar Consolidated High School:

Traylor Stadium is the District football stadium. Lamar Consolidated High School uses Traylor Stadium as its sub-varsity stadium. Traylor Stadium has 20 varsity football events this year. Last year, LCHS had 65 athletic events scheduled at Traylor Stadium. This year 7 sub-varsity events conflict with varsity football games and have been moved to Ranger Field.

Traylor Stadium has a Synthetic Turf field, initially installed in 2003 and replaced in 2012.

There were 29 baseball events and 32 softball events last year in the new LCHS Baseball and Softball Complex. We are not aware of any field issues in the new complex.

Terry High School:

Ranger football field had 50 athletic events last year, including high school and junior high football, high school boys and girls soccer. It has a natural grass field and top dressing is needed.

There were 31 baseball events per year and 19 softball events last year. The baseball field has natural grass in the infield and the outfield. The dirt and grass in the infield, over time, has built up to a higher elevation than the outfield due to grading and top dressing. This has caused a lip to form where the dirt infield meets the grass outfield.

The softball field has natural grass in the outfield. We are not aware of any field issues at the Terry softball field.

Foster High School:

Foster football field had 65 athletic events per year, including high school and junior high football, high school boys and girls soccer. It has a natural grass field and top dressing is needed.

There were 36 baseball events per year. The baseball field has natural grass in the infield and the outfield. The dirt and grass in the infield, over time, has built up to a higher elevation than the outfield due to grading and top dressing. This has caused a lip to form where the dirt infield meets the grass outfield. This lip has developed questionable footing when infielders run from the dirt to the grass.

The softball field, which has natural grass in the outfield, had 24 events last year. Over time, the softball infield at Foster has been built up to a higher elevation than the outfield due to grading of and additional dirt added to it. This has caused a lip to form where the dirt infield meets the grass outfield.

George Ranch High School:

George Ranch football field had 60 events last year, including high school and junior high football, high school boys and girls soccer. It has a natural grass field.

Baseball had 34 events per year. It has a natural grass field. This field has not been top dressed since the school opened

Softball had 22 events per year. It has a natural grass field. This field has not been top dressed since the school opened.

The Terry and Foster High School baseball fields and Foster softball field all have an infield higher than the outfield due to grading and top dressing over time. To correct this issue at the baseball fields, the infields need to be re-graded, spoils removed, and new grass installed. At the softball field, the infield needs to be re-graded and spoils removed. The estimated cost is \$50,000 per field. It includes the fees of a licensed architect or engineer to develop the specifications and drawings as required by the State.

Currently the Maintenance and Operations Department is working to reduce the slope of the lip on these fields by re-grading specific areas. The change in elevation will still be there but will not be as steep.

One option available is to install artificial turf on each field. The estimated cost of artificial turf on each baseball field is \$1,125,000 and artificial turf on the softball field is \$405,000. The cost to install artificial turf on each football field is \$1,548,600 each. The initial cost of these projects requires the installation of a drainage system below the turf. The drainage system would not have to be replaced each time the turf is replaced, approximately every 8-10 years.

Each year, field maintenance includes fertilizing, weed control, aeration and over seeding. Top dressing is done on average every 3 years.