

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, October 16, 2014

7:00 PM

LAMAR CISD BOARD OF TRUSTEES REGULAR BOARD MEETING BRAZOS CROSSING ADMINISTRATION BUILDING 3911 AVENUE I, ROSENBERG, TEXAS OCTOBER 16, 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. September 16, 2014 - Special Board Meeting (Workshop) | 6 |
| B. September 18, 2014 - Regular Board Meeting | 12 |
| 6. Board members reports | |
| A. Meetings and events | |
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| A. Meetings and events | |
| B. Information for immediate attention | |
| C. Introductions | |
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|--|-----|
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| Consider approval of Interlocal Agreement with Fort Bend County for Radio System Use | 91 |
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| 1. Consider approval of purchase of network switches and uninterruptible power supply batteries | 92 |
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| 1. Texas School Safety Audit Report | 125 |
| 10. CLOSED SESSION | |
| A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time) | |
| 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. | 136 |
| a. Approval of personnel recommendations or employment of professional personnel | 137 |
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| c. Employee resignations and retirements (Information) | 144 |

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 10th day of October 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.

Jaren Vacek

Karen Vacek Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 16th day of September 2014, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

| Julie Thompson Rhonda Zacharias Kay Danziger Anna Gonzales Dar Hakimzadeh Kathryn Kaminski | President Vice President Secretary Member Member Member |
|---|--|
| Members Absent: | |
| Frank Torres | Member |
| Others Present: | |
| Thomas Randle Kevin McKeever Jill Ludwig Laura Lyons Walter Bevers Kathleen Bowen Mike Rockwood David Jacobson | Superintendent Administrator for Operations Chief Financial Officer Executive Director of Elementary Education Executive Director of Secondary Education Chief Human Resources Officer Executive Director of Community Relations Chief Technology Information Officer |

BUSINESS TRANSACTED

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

2. Discussion of September 18th Regular Board Meeting Agenda Items

The Board reviewed the September 18th Regular Board Meeting agenda items.

9. ACTION ITEMS

9. B GOAL: PLANNING

9. B-13 Discussion of Chapter 313 Value Limitation Incentive

Jeff Wiley, President and Jack Belt, Executive Vice President of the Greater Fort Bend Economic Development Council presented information about a possible Chapter 313 Value Limitation Incentive. A prospective business is 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.

9. A GOAL: INSTRUCTIONAL

<u>9. A-4</u> <u>Consider approval of updated Memorandum of Understanding for Texas State</u> <u>Technical College Dual Enrollment</u>

Dr. Randle informed the board that students would be getting dual credit in three different courses and our teachers are actually teaching those courses.

9. B GOAL: PLANNING

9. B-7 Consider Approval of Memorandum of Understanding with Be A Champion, Inc.

Ms. Kaminski stated that it was brought to her attention that Be A Champion, Inc. is not state licensed. She asked if Ms. Lyons has any way of verifying that information. Ms. Kaminski asked if she had a count on how many students were in the after school program last year. Ms. Kaminski understood last year they were distributing food at campuses other than Seguin and questioned if that was discontinued. Ms. Lyons reported that right now we are focusing on meal service at Seguin. Ms. Kaminski questioned if there were any rate changes. Ms. Lyons stated they are charging \$25 per child and they can charge that rate because of the Federal reimbursements that they receive. It was in line with what was charged last year. Ms. Kaminski questioned if they are charged a rental fee. Ms. Lyons said they do have a facilities fee that they pay of \$18 per child per month.

Ms. Danziger asked about the feedback that was to be received from the parents last year. Ms. Lyons did not recall this request.

Ms. Gonzales asked if there was a reason why we are not expanding this to other campuses. Ms. Lyons stated right now we want to start slow and we are focusing on Seguin because of the needs there. If it is successful we might explore other options and other campuses. Ms. Gonzales stated that she thought last year we were piloting the program. Ms. Lyons said we did and a couple of other campuses participated, but right now we want to see how it goes before we take on another

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campus. Dr. Randle reminded the board that we had to get up and running pretty fast last year. This allows us to watch it this year before we look at any expansion of the food programs.

Ms. Zacharias questioned how did the Be A Champion program come to Lamar CISD. Ms. Lyons answered that we were invited to a meeting where many county representatives were present and they shared the program and opportunity.

Ms. Gonzales added that she was the person that called that meeting, she's the Director of Social Services for the County. When they were doing a needs assessment in the county they saw thousands of children in Fort Bend County that go without eating. This program came to their attention and it was a priority for elevating or decreasing the number of children that go hungry every day. It is her understanding that a little over 55,000 children go without three meals a day in Fort Bend County. As a result this program came to her attention and she convened a meeting of all the CISDs and MSD in Fort Bend County and introduced the program to them. In no way did I coerce or pressure anyone to be at the meeting. It was only to try to decrease the number of children that go hungry every day.

Ms. Zacharias asked if she had any affiliation with them.

Ms. Gonzales said she does not.

10. INFORMATION ITEMS

10. A GOAL: PLANNING

<u>10. A-6</u> Transportation Update and Discussion

Dr. Randle brought the board up to date with issues concerning transportation. The District had challenges with transportation at the beginning of the school year but we are working toward addressing them. The District sent an email and a phone call to the parents on August 29th and 31st after the staff spent some time making sure they were addressing modifications to the system. Just recently we sent a letter to the staff and parents and it is posted on our website about the status of the transportation department. From the very beginning we apologized to our parents, students, and staff. There is no excuse for widespread changes and lack of information and safety concerns that we experienced this year. Some of that was due to incorrect information on our student management software, E-link information was inaccurate. We had issues with VersaTran software. We have a representative on site since Monday and they will be here through Friday. They are working through every possible issue that we have with VersaTran. They are doing training with our routers as well. We did some route consolidation. There is a driver shortage not only in our district but surrounding districts. In an effort to try and address that some routes were consolidated and we ineffectively consolidated those routes. The software created some problems, but also some parameters settings created those issues as well. Those changes were poorly communicated to the riders. All routes are being reviewed, ensuring information is accurate and then communicating to the riders any changes. August 18th through September 9th we had 4100 incoming calls to our transportation department. The newsletter that was sent out this summer was incorrect because of the route changes. We had poor internal and external communication from our department in working with campuses

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and principals about changes. We have been working on actions plans for both internal and external communications. We have been visiting with consultants to help us with that. We have reinstated an emergency line for reporting students that were left on a bus or got off at the wrong stop. We put in place that anytime we cannot locate a student on the bus, at home, or on the campus we will alert our district police as well. We are reviewing our transportation operations and hiring the Texas Transportation Institute to conduct a comprehensive audit of our program; that includes systems, processes, and policies and then they will recommend changes.

Ms. Zacharias asked if Dr. Randle felt like the parents that were impacted by the kids that were missing have been satisfied with the information that you provided to them about how things will work and what will be done to improve. Dr. Randle stated he didn't think he could totally answer that question. He met with two sets of parents and shared with them what we were going to do. The letters went out to anyone that had contacted us with a concern. Ms. Zacharias asked how many kids were impacted. Dr. Randle stated there were four kids.

Ms. Kaminski questioned the shortage of drivers. Dr. Randle reminded the board that the board approved an increase in salary for the drivers that put us above surrounding districts. We still did not have a flood of people who wanted to be drivers. Ms. Kaminski stated she noticed today that the drivers have to put up with a lot from the kids. Training is provided for the drivers to help them learn techniques to handle the kids on the bus.

Ms. Danziger stated that she knows there are specific policies a bus driver has to follow if a child does not get off the bus. She asked if any of those procedures changed this year from the past in regards to what a driver is supposed to do with a child that is still on the bus or falls asleep. Mr. McKeever said no, every driver has to walk the bus at the last stop to make sure everyone is off. Ms. Danziger asked if we have younger ones that an adult has to meet them at their house. Mr. McKeever said that Pre-K has to have an adult there to meet the student. Every year the drivers go through refresher training. They also tell the drivers that they are the first ones the students see in the morning and it can make their day and help them have a great day. The same for the afternoon drivers.

10. A-7 Retrofitting air conditioning to the current bus fleet

Ms. Zacharias asked about retrofitting our buses with air conditioning. She found out that we have 53 buses that have air conditioning that are used for Special Education students. She really would like to know the bottom line figure of doing this. Mr. McKeever said we won't know exactly until we go out and advertise and get bids for this. It ranges from \$7,400 to \$12,900 a bus.

Ms. Gonzales asked what the cost of filling a gas tank in a bus. That would be additional cost of driving the buses to have them retrofitted and driving them back and hiring the drivers to take them to the business that will do the retrofitting.

Ms. Thompson asked what other large districts are doing in terms of providing air conditioned buses. Mr. McKeever stated that Fort Bend ISD is purchasing buses with air conditioning, they will not be retrofitting. Katy ISD has been working all summer and continues to work to retrofit their old buses.

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Ms. Gonzales would like the board to keep in mind the weather. Ms. Thompson asked potentially what are the number of days we might need air conditioning. Mr. McKeever said that it averages to be about 3 months out of the year.

Ms. Zacharias asked for a cost to retrofit buses. Mr. McKeever said it would cost anywhere from \$1.2m to \$2.2m depending on how bids come in and it would cost \$375,000 for the 50 buses in the bond.

10. A-8 High school sports fields

Ms. Danziger asked for the administration to tell the board if there are any safety issues on these fields right now. Mr. Rice answered that he did not think there were any big safety issues out there. The district has to do constant maintenance on the fields. He thought she might be getting feedback on some of the baseball fields where it's time to re-grade the infields to make them the same level as outfields. Ms. Danziger asked about the football and practice fields. Mr. Rice said we top dress the practice fields to get them back in shape. Those fields are used a lot. Ms. Danziger said the question that she keeps getting is about Traylor Stadium not having real grass but all the practice fields do. She wanted to know if it was a problem if they are practicing on one field and then playing on the other. Mr. Rice said that is not a problem.

Ms. Zacharias asked what the landscape looked like for other surrounding districts for their football fields vs. practice fields. Mr. Rice said most have a game field like we have. Fort Bend is like us for the football and practice fields. Katy several years ago put artificial turf on their high school fields and the practice fields are natural grass.

Mr. Hakimzadeh questioned if the lip that has formed on the baseball fields, can be due to not maintaining the field as well as it could be. Mr. Rice said there are several factors causing that, one being who maintains that on a daily basis. Mr. Hakimzadeh stated maybe if we had better instruction to the coaches perhaps the fields could be maintained properly and minimize our expense in having to go back and rip up all the dirt. Dr. Randle suggested that Mr. Rice put together some training procedures. Mr. Rice stated the fields are inspected daily by the coaches. Mr. Morgan stated that each campus has an individual assigned to each high school campus that helps maintain the fields.

Ms. Thompson asked about the cost of maintaining game fields at the high school campus and practice fields in terms of manpower, materials, and water. Mr. Morgan stated that he would get that information to the Board. She also requested a cost for artificial turf.

Ms. Zacharias asked how often artificial turf needs to be replaced. Mr. McKeever said the surface/carpet has to be replaced every 8 to 10 years. That costs between \$400,000 and \$500,000 to replace.

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

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

7:41 p.m.

RECONVENE IN OPEN SESSION

8:01 p.m.

ADJOURNMENT

The meeting adjourned at 8:02 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 18th day of September 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 Rhonda Zacharias Kay Danziger Anna Gonzales Dar Hakimzadeh Kathryn Kaminski Members Absent: | President Vice President Secretary Member Member Member |
|--|--|
| Frank Torres | Member |
| Others Present: | |
| Thomas Randle Kevin McKeever Jill Ludwig Laura Lyons Walter Bevers Kathleen Bowen Mike Rockwood David Jacobson Paul Lamp | Superintendent Administrator for Operations Chief Financial Officer Executive Director of Elementary Education Executive Director of Secondary Education Chief Human Resources Officer Executive Director of Community Relations Chief Technology Information officer 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

Ms. Mary Mays addressed the Board for the routing of 4097. She indicated that the stop is at Brazos Trace and Carter Valley, there are more kids assigned to that stop than there are seats on the bus. There is confusion in the morning with the children rushing to get on the bus as well as traffic congestion. She stated that it takes approximately five minutes to load the bus and then approximately five minutes for the next bus to come. Because they have reduced the number of stops in the area, there are too many kids going to one stop. Some stops need to be recreated. One stop that should be back is at Carter Valley and Taskwood. The elementary bus comes on average between 6:55 a.m. and 7:00 a.m., which is too late. This is the same bus that also comes back to pick up the secondary students. A recommendation is to move that back to where it was before at 6:42 a.m. The issue is the secondary students getting to school late. There needs to be communication to the parents.

Ms. Rachel Diaz addressed the Board as a citizen in regards to the Director of Transportation and the action taken against him. We do have cameras on the buses and there are times the drivers turn off the cameras so they can do what they have to do without really having a good reason of turning them off and undermining what they are supposed to be doing. She also reminded the Board that when children are registered in school they do agree to transportation agreements.

Mr. Gregory Lippmann addressed the Board with a transportation issue. He lives in River Run/River Mist subdivision. This year there is a very big problem with the kids getting to school on time on a bus. Many times the kids have been standing out there 30 minutes to an hour and half after the scheduled bus time. The buses are bypassing them going to school and then coming back to pick up the kids because there are too many kids in the subdivision. We have two buses now scheduled to pick up the kids in this subdivision, but they are still making double runs. When he calls and ask about this, he is told we do not have enough bus drivers. That is not acceptable for his kids to stand outside for an hour and a half past the time they are supposed to be in school. They have a two hour wait to come home after school. This cuts into family time and functions that happen after school. I request the board to do an investigation of the system that they have in place for the routing. Also it is my understanding that it takes 45 to 65 days for them to hire someone to be certified to drive a bus. If that is the answer, why was this not done during the summer? No one can give that answer.

Mr. Jarod and Ms. Christa Smith addressed the Board about the secondary bus route in their neighborhood. It says online that the bus will be there at 7:10 a.m., Mrs. Smith said they are lucky if it is there by 7:40 a.m. They do not get return phone calls from transportation. Where the stop is located all the secondary kids live three blocks down the road. There is another stop where the elementary bus stops at Fall Forest and Richland Spring, this location makes more sense for the stop. The bus passes the students that are walking from the stop. It would just be a block and half down the road. The bus empties at

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their stop. If the elementary bus came a little earlier it would be better because it is the same bus for the secondary run.

Mr. Dan Ives addressed the Board to inform them that he will continue to address the Board until they stop wasting millions of taxpayer dollars and terminate the services of Gilbane construction managers or until there is an investigation of board member cronyism and corruption regarding the services of Gilbane, including the silent involvement of IDC, Inc. and CEO, Mr. Jim Gonzalez, costing \$2 million a year. The public deserves to know what is going on behind the scenes.

Mr. Joseph Greenwell addressed the Board about the bus issue. He stated mistakes can be made but to attempt to minimize this is not expected. He stated that the district has failed because it doesn't involve a couple of kids, it's dozens of kids. He said the district put the lives of young children in jeopardy. It is still not fixed after four weeks and he does not hear anyone saying when it will be fixed. He stated a school district is a lot like a ship, be it the USS Cole or the Exxon Valdez. In both cases the captain was not on the bridge, but ultimately the captain was responsible. He thinks there have been too many issues, questionable construction processes, record retention policies that impede investigations and makes it impossible for the citizens of this district to put in and have freedom of information requests answered. Someone needs to be held accountable. He thinks Dr. Randle's performance is unacceptable, the fact that not everyone was pulled in and asked for help from other districts. Ms. Thompson asked Ms. Vacek to reread the policy on Audience to Patrons speaking. Mr. Greenwell stated that is a great way to silence free speech. If a patron can come and address a specific employee and offer congratulations, then what right do you have under the United States Constitution and laws of the State of Texas to say a person cannot do the exact same thing but not be saying something positive. He asked the Board if they wanted to turn this into a free speech issue?

Mr. Mordecai Mose addressed the Board personally because he said he has been trying for over a year. He is a parent and father of a child that has autism. Once enrolled in LCISD for two years everything was fine, the teacher had a special needs child and she understood their needs and there was open communication. When he was transferred to another program, this changed. He has received no communication from the teacher. He was told he was not allowed to talk to the teacher.

Dr. Keith Akins addressed the Board representing a group of parents from Greatwood. There were a number of cases of children being put on the wrong bus and at the last bus stop were told to get off. When they told the drivers this is not our stop, they were told this was the last stop and they have to get off. They were abandoned and completely alone in strange neighborhoods. One five year old boy was abandoned at the corner of Crabb River Road and Sansbury, which is a very busy road. He was locked outside the gates of his neighborhood. They understand the confusion on the first day and problems with the routes. Primary concerns are a driver that would be too lazy to take a kid back to the school and abandon them in the middle of nowhere. There is no accountability for the drivers that did this. He expressed a concern that there is a lack of training or the lack of accountability for the drivers that are doing this. He also expressed a concern about the proper emergency procedures. These parents went to the schools and the schools tried to call transportation and were on hold 20 to 30 minutes before the school could get through to anyone. There was no ability to contact the bus drivers, the buses, apparently the radios are so outdated they don't work. How long does a child have to remain missing before the police are called in? When they asked this question they were informed the police are not called in. This is their concern that they would like to be addressed. They find it reprehensible that people are still driving buses who have abandoned children.

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Ms. October Smith addressed the Board and stated that all too often you hear whining and complaining to this podium. She said tonight she would tell them how proud she is of the district where she lives and works. She wished she had the backing of the media to promote the positive rather than spewing the negative. The people that really matter and need to hear it the most are sitting right here. She spoke of student safety. She spoke of a very personal story of herself as a child. She thanked all the people that work in Lamar, the teachers, the bus drivers, the custodians, the administrative assistants, the support personnel, the principals, our school board and most of all our Superintendent who gets to take the fall for the few things that go wrong and rarely gets acknowledged for the many more things that go right.

Ms. Thompson offered the opportunity to anyone else to speak.

Ms. Katy Acosta expressed to the Board that she had not planned on speaking until this nice lady pointed out that it was our fault as parents that our children are lost she would like to speak. For those that are parents to have your child missing for 45 minutes and not know where in the world they are, there is no excuse. All the school could tell her was to calm down. Luckily a nice stranger intercepted her daughter and brought her back to her safely. She's just here as a concerned parent letting us know there are problems that run deep from safety to transportation to communication being first on the list.

Ms. Thompson informed the audience this is on the agenda and it would be addressed.

The Board recessed at 7:40 p.m.

The Board reconvened at 7:45 p.m.

4. <u>APPROVAL OF MINUTES OF THE AUGUST 19, 2014 SPECIAL BOARD MEETING, AND</u> <u>THE AUGUST 19, 2014 REGULAR BOARD MEETING</u>

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of the August 19, 2014 Special Board Meeting and August 19, 2014 Regular Board Meeting. The motion carried unanimously.

5. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Technology Committee met and there is an agenda item to purchase more projectors. They received a report that Skyalert, which is the communication system with the District, is up and running. The librarians are very happy with their new system.

Ms. Gonzales reported the Facilities Committee met and discussed the 2011 Bond projects to include the new Natatorium, Traylor Stadium renovations, Arredondo Elementary school, and summer 2013 renovations. We also discussed the board agenda items that will be discussed tonight and future projects.

Ms. Zacharias acknowledged that many of the Board members attended the State of the Schools event.

6. SUPERINTENDENT REPORTS

a. <u>Meetings and Events</u>

b. Information for Immediate Attention

c. Introductions

Dr. Bowen introduced new administrators to the district:

- Eugenia Antoine, assistant principal, Reading Junior High School
- Tiffany Foster, assistant principal, Pink Elementary School

8. PUBLIC HEARING ON FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST) FOR FISCAL YEAR 2012 - 2013

The hearing was opened at 7:59 p.m. Jill Ludwig, Chief Financial Officer, gave a brief overview on the Financial Integrity Rating System of Texas for fiscal year 2012 - 2013.

Ms. Zacharias asked if indicator 12, the operating cost of \$6,600 per student, is the cost to educate a child per year. Ms. Ludwig stated that is a PEIMS calculation and it is just the General Fund. It is all expenditures in the General Fund divided by the enrollment for that year. It does not include the cost of Capital Outlay and Debt Service.

There being no more discussion, the hearing was closed to the public at 8:03 p.m.

<u>ACTION ITEMS FOR CONSENT OF APPROVAL:</u> 9. A-1; 9. A-4 – 9. A-6; 9. B-1 – 9. B-6; 9. B-8 – 9. B-12; 9. C-1; and 9. D-1

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of 2014 - 2015 District and Campus Improvement Plans

Approved the 2014 - 2015 District and Campus Improvement Plans.

<u>9. A-4</u> <u>Approval of the updated Memorandum of Understanding for Texas State</u> <u>Technical College Dual Enrollment</u>

Approved the updated Memorandum of Understanding for 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. (See inserted pages 37-A – 37-I.)

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9. A-5 Approval to submit a low-attendance day waiver to the Texas Education Agency

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

<u>9. A-6</u> <u>Approval of Out-of-State Trip Requests, including, but not limited to:</u>

a. Foster High School Band

Approved out-of-state travel for Foster High School Band to travel to Orlando, Florida on March 6 – 13, 2014.

9. B GOAL: PLANNING

9. B-1 Consider Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending August 31, 2014. (See inserted pages 38-A – 38-F.)

9. B-2 Consider Ratification of Financial and Investment Reports

Ratified the financial and investment reports as presented.

9. B-3 Approval of Amendment to Contract for School Resources Officers

Approved the attached 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 - 2015 school year. (See inserted page 38-G.)

<u>9. B-4</u> <u>Approval of Donations to the District, including, but not limited to:</u>

a. Adolphus Elementary School

b. Frost Elementary School

Approved donations to the district.

9. B-5 Approval of Resolution proclaiming:

a. Custodial Week

Approved the attached resolution proclaiming September 29 - October 3, 2014 as "Custodial Week" in the Lamar Consolidated Independent School District. (See inserted page 38-H.)

b. Red Ribbon Week

Approved the attached resolution proclaiming October 23 - 31, 2014 as "Red Ribbon Week" in the Lamar Consolidated Independent School District. (See inserted page 38-I.)

c. School Bus Safety Week

Approved the attached resolution proclaiming October 20 - 24, 2014 as "School Bus Safety Week" in the Lamar Consolidated Independent School District. (See inserted page 39-A.)

d. School Lunch Week

Approved the attached resolution proclaiming October 13 - 17, 2014 as "School Lunch Week" in the Lamar Consolidated Independent School District. (See inserted page 39-B.)

9. B-6 Approval to suspend portions of EIE (LOCAL) for the 2014-2015 school year only

Suspended 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. (See inserted page 39-C.)

<u>9. B-8</u> Approval of professional surveying services for the renovations to Navarro <u>Middle School</u>

Approved Kelly R. Kaluza & Associates, Inc. for professional surveying services for the renovations to Navarro Middle School not to exceed the amount of 6,800. (See inserted pages 39-D - 39-G.)

9. B-9 Approval of professional surveying services for the renovations to Seguin Early Childhood Center

Approved 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. (See inserted pages 39-H – 39-K.)

9. B-10 Approval of blanket easement for the new Fulshear High School complex

Approved the CenterPoint Energy blanket easement for the new Fulshear High School Complex. (See inserted pages 39-L - 39-X.)

<u>9. B-11</u> Approval of HVAC testing and balancing consultant services for the new Churchill Fulshear High School

Approved testing and balancing consultant services from Engineered Air Balance for the new Churchill Fushear High School not to exceed the amount of \$214,740. (See inserted page 39-Y.)

9. B-12 Approval of HVAC testing and balancing consultant services for the new Dean Leaman Junior High School

Approved 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. (See inserted page 39-Z.)

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9. C GOAL: PERSONNEL

<u>9. C-1</u> <u>Approval of New PDAS Appraisers for Teaching Staff, 2014 – 2015 School</u> <u>Year</u>

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).

9. D GOAL: TECHNOLOGY

9. D-1 Approval of projector purchases

Approved the purchase of projectors and installation services not to exceed the amount of \$25,000.

9. A GOAL: INSTRUCTIONAL

9. A-2 Approval of Lamar Consolidated Independent School District Concussion Oversight Team

It was moved by Ms. Kaminski and seconded by Ms. Danziger 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. The motion carried unanimously.

9. A-3 Approval to submit a state waiver to the Texas Education Agency

It was moved by Ms. Kaminski and seconded by Ms. Zacharias that the Board of Trustees approve the Texas Education Agency request for maximum class size waivers for the elementary schools.

9. B GOAL: PLANNING

9. B-7 Approval of Memorandum of Understanding with Be A Champion, Inc.

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the Memorandum of Understanding (MOU) with Be A Champion, Inc. (BAC) for an evening meal program and afterschool program to be operated at Seguin Early Childhood Center (Seguin ECC) during the 2014 - 2015 school year, and allow the superintendent to negotiate the final contract. (See inserted pages 40-A - 40-C.)

Voting in favor of the motion: Ms. Danziger, Ms. Gonzales, Ms. Thompson, Ms. Zacharias Voting in opposition: Ms. Kaminski, Mr. Hakimzadeh The motion carried.

10. INFORMATION ITEMS

10. A GOAL: PLANNING

10. A-1Tax Collection Report

10. A-2 Payments for Construction Projects

10. A-3 Region 4 Maintenance and Operations Update

10. A-4 Bond Update

10. A-5 Advise Texas Program

Ms. Thompson commented that she thinks this is such a wonderful opportunity for our students. Primarily because they need to be able to visit and work with individuals who have just been through the process of applying to colleges.

10. A-6 Transportation Update and Discussion

Dr. Randle state that he has apologized and he will apologize again and continue to apologize to our parents, students, and staff. There is no excuse for the widespread changes, lack of information, or safety concerns. The District began addressing the concerns the first week of school. The transportation software was sending incorrect information to our student management software system, e-link information was incorrect, and a VersaTran representative has been working with the staff all week to make corrections. Due to driver shortages, the District decided to consolidate routes and ineffectively consolidated those routes. The District poorly communicated it to the riders. All routes are being reviewed thoroughly. Communications were a big issue. The department had 4,100 incoming calls between August 18th and September 9th. The newsletter sent this summer was incorrect because of route changes. There was poor internal and external communication. Emails were sent to all parents on August 29th and 31st updating them on the modifications. Emergency lines were reinstated for students that may have gotten off the bus at incorrect stops. We instated notifying the District police if a student could not be located on a bus, at home, or on a campus. The District has developed a plan of action that will focus on our internal and external operations. All transportation operations are being reviewed. The District has hired the Texas Transportation Institute to conduct a comprehensive audit of our transportation system, process, policies, and to recommend changes. On September 15th a letter was sent to staff and individuals we had been communicating with that explained some of the updates and it has been placed on our website.

Ms. Kaminski let the board know that she asked 15 questions, among one of those was how many hours of training do the drivers receive. She cannot imagine a bus driver abandoning a child, she wanted to know if there was a handbook they are given and go through procedures in their training. Dr. Randle said there is a handbook they receive. They are all told of the procedures for a child left on a bus. Ms. Kaminski was questioned if it takes 30 – 35 days to acquire a bus driver, train, CDL, and everything; how many more bus drivers can we possibly get and what is the timeframe. Dr. Randle reminded the board that they increased the bus driver's salary per hour this past year to enable the District to compete with Katy ISD, Fort Bend ISD, and surrounding areas. Currently there are about 8 drivers in the system that are waiting for various requirements. Dr. Randle said the District welcomes any suggestions for improving or identifying drivers. Ms. Zacharias asked what the current pay rate is. Mr. McKeever stated that the starting pay rate is \$14.80 per hour.

Dr. Randle stated that what would be very helpful is when anyone hears that there are 6 kids to a seat, report this and it can be checked on the cameras.

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Ms. Thompson stated that it is important for our community to know that nothing is worse in thinking we have lost children in our District. The current issue with transportation is not LCISD. LCISD is a wonderful district and your kids get a fabulous education and we will do nothing more than to work hard to make sure these events do not happen again.

Mr. Hakimzadeh appreciated her sentiments and echoed what she said as well. He called transportation to ask about his own children's stop. Mr. Hakimzadeh still has concerns about emails the board received and in a few only he received about kids being forced off the bus and no one to meet when four year old twins got off the bus. He stated he knows of 14 kids involved and what bothers him is that on Tuesday Dr. Randle initially stated only four children. He feels we are minimizing something that is so monstrous of what happened. We are not recognizing that it is a real problem and make sure it never happens again. These five bus drivers did not just say get off the bus, it came from somebody somewhere and he would like to know who that came from. He wants to know who gave the order to get off the bus.

Dr. Randle said if Mr. Hakimzadeh has those bus numbers and we are able to look at the video; we can validate what actually occurred on the buses.

Mr. Hakimzadeh said you said some of these kids were not forced off the bus, he would like to talk about what that means especially to a four year old child or elementary child.

Ms. Zacharias stated she thinks this is one of the most important issue we have ever faced and the District has acted strong and swift to resolve the issue.

Mr. Hakimzadeh wants to know how many missing kids we had.

Mr. Rockwood stated that Federal law prohibits us from speaking about any student or employee, it is the District practice to pull video anytime a parent comes to administration and informs us there is an issue with a bus rider or student. Every time administration received information, the video was pulled and watched. We have found no evidence of any wrongdoing.

Dr. Randle stated you asked who gave the order to drop the kids off. No one gave the order. That was a decision made apparently by the driver.

Dr. Randle told the Board if they will give him a list of questions they want answered, there is an assumption that we are not willing to address this issue. That is a false assumption. While we are answering your questions we will be fixing the problem. We will not wait for your questions, we know there is a problem. Our goal is to solve the problem.

Ms. Gonzales expressed her sentiments about this issue as well.

Ms. Danziger expressed her sentiments and things they did at her campus when she was a teacher.

Mr. Hakimzadeh expressed his biggest concern being reported only as an incident and he finds it disingenuous when it is still so fresh and Dr. Randle telling us he has it handled when it was much more than that. He feels we are not being truthful to the parents.

10. A-7 Retrofitting air conditioning to the current bus fleet

Mr. Hakimzadeh wanted to know why he could not make a motion on this item.

Ms. Zacharias clarified her request was about gathering information about putting air conditioning on buses.

Ms. Zacharias asked if we have the money for this, the estimate was \$1.2 to \$2.2 million. Dr. Randle answered that we have fund balance that can be designated for this purchase.

Dr. Randle informed the Board that if they are going to consider both turf and air conditioning on buses, there are some instructional things that have been put off in order to stay within budget. He would like those to be considered as well.

It was discussed that the Board would send specific questions to Dr. Randle about this topic.

10. A-8 High school sports fields

There was discussion about the annual cost of maintaining natural grass vs. turf. There was discussion of safety concerns.

PERSONNEL RECOMMENDATIONS

<u>11. A-1(a)</u> Approval of Personnel Recommendations or Employment of Professional Personnel

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

Employed

Bean-Johnson, Stacie TBD Leach, Michele TBD Leach, William TBD Assistant Director Purchasing/Materials Manager Programmer/Analyst Food Services Business Office Technology

11. A-1(d) Consider Employment of Director of Special Education

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the recommendation of Tiffany Mathis as the Director of Special Education. The motion carried unanimously.

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:

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

The Board did not convene in Closed Session.

FUTURE AGENDA ITEMS

Action item for air conditioning on all new buses purchased by LCISD.

Information item regarding the cost of video recording and live streaming for board workshops and board meetings.

Action item to have Dr. Randle come back with a recommendation for the board about the LCISD aquatic practice pools and recommending parameters for those pools.

Action item for setting a date for the board to have a team building workshop.

Information item for rezoning for Arredondo Elementary and Fulshear High schools.

ADJOURNMENT

The meeting adjourned at 10:12 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 OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the B.F. Terry High School Band to travel to Orlando, Florida from June 6-11, 2015.

IMPACT/RATIONALE:

The THS Band requests to travel to Orlando, Florida, from June 6-11, 2015, by charter bus. The estimated cost for each student and chaperone will be approximately \$1100 (based on quad. occupancy). This cost includes four nights lodging, daily meals per student/chaperone, admission to the Disney and Universal theme parks, and ground transportation. All costs will be covered by individuals attending and fundraisers. Anticipated number of attendees is 280 students, 3 directors, 1 administrator, and 15 parent chaperones. The Ranger Band will march at one of the Walt Disney World Resort Parks as part of the Disney Magic Music Days educational performance program.

PROGRAM DESCRIPTION:

The THS Band has previously traveled to Orlando, Florida for their band trip in 2011, 2007, and 2003. Each trip included a performance at one of the Walt Disney World Resort theme parks.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for George Ranch High School students and staff to travel to Foshan, China from January 3-18, 2015.

IMPACT/RATIONALE:

George Ranch High School requests to travel to Foshan, China, from January 3-18, 2015. The student travel cost is estimated at \$3,000 and will be borne by each of the 15 students. The travel cost for the six employees/chaperones will be approximately \$5,000 per employee and will be borne by the District. The student cost includes airfare, ground transportation, and three nights of hotel in Hong Kong. The students will stay on campus for nine nights at no cost. The employees/chaperones costs include airfare, ground transportation, 12 nights of hotel, and a daily meal expense.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by George Ranch High School students and employees as part of the Memorandum of Understanding (MOU) between George Ranch High School and Foshan #3 Middle School, as well as the MOU between Lamar CISD and our sister school district in Foshan. Students from Foshan #3 Middle School visited George Ranch High School last year as a part of this agreement.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS RECOMMENDATIONS

RECOMMENDATION:

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.

IMPACT/RATIONALE:

The 2013-2014 District Instructional Materials Adoption Committee consisted of 69 members approved by the Board of Trustees on November 21, 2013. The Superintendent of Schools or his designee was a member and chaired the committee consisting of 61 teachers, 7 administrators, and 2 parent/community members. Teachers at the applicable grade levels and subject areas reviewed the instructional materials being considered and provided input to the voting Instructional Materials Committee members.

Samples of all instructional materials up for adoption consideration by LCISD were available in every school in the district that contained the appropriate grades/courses, for public inspection and comment.

Attached is a list of instructional materials recommended by the District Committee.

PROGRAM DESCRIPTION:

The State Board of Education issued Proclamation 2014 in April 2012. The adoption of materials under Proclamation 2014 occurred in November 2013. The adopted materials are scheduled to be available for use beginning in the 2014-2015 school year.

Submitted by: Valerie Vogt, Chief Academic Administrator October Smith, Science Curriculum Coordinator

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Proclamation 2014 Instructional Materials Recommended from the State Board of Education List

| Subject | Publisher | Title |
|-----------------------|-----------|---|
| Environmental Systems | Pearson | Environmental Systems: Your World, Your Turn |

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Foster High School is requesting a budget change to send teachers to Writing Academy for at risk students.

| 199-11 | Classroom Instruction | (2,640.00) |
|--------|---|------------|
| 199-13 | Curriculum and Instr. Staff Development | 2,640.00 |

Briscoe Jr. High is requesting a budget change to pay for Dave Burgess training.

| 199-23 | School Leadership | (750.00) |
|--------|---|----------|
| 199-13 | Curriculum and Instr. Staff Development | 750.00 |

Staff Development is requesting a budget change to pay for the increase in annual software maintenance fees for the professional development management system.

| 199-13 | Curriculum and Instr. Staff Development | (750.00) |
|--------|---|----------|
| 199-53 | Data Processing Services | 750.00 |

The Curriculum department is requesting a budget change to purchase instructional materials for campuses.

| 199-13 | Curriculum and Instr. Staff Development | (15,000.00) |
|--------|---|-------------|
| 199-11 | Classroom Instruction | 15,000.00 |

The Business Office is requesting six budget changes:

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

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

The second budget change, on behalf of the Athletic Department, is requested to carry forward the prior year profit from the swimming program. The natatorium was constructed in 1982, supported by the significant contributions of the George Foundation. One of the stipulations was that the facility provides swimming lessons to the public as a community outreach program. Administratively, all excess revenue is to be used to support the educational program and for the upkeep of the facility to support instruction. Therefore, prior year profits are brought forward annually in this manner.

| 199-61 | Community Services | 26,714.38 |
|--------|--------------------|-----------|
|--------|--------------------|-----------|

The third budget change is to amend the 2014-15 budget for startup funds. During the 2013-14 fiscal year, campuses received additional allocations for supplies to "startup"

new classrooms due to enrollment growth. These funds were not spent by the end of the month (and fiscal year) so they are being carried forward to 2014-15.

| 199-11 | Classroom Instruction | 130,858.96 |
|--------|-----------------------|------------|
|--------|-----------------------|------------|

The fourth budget change is to amend the budget for the remaining Impact Aid received. The funds will be used to purchase instructional supplies in an effort to ensure the success of all students.

| 199-11 | Classroom Instruction | 8,123.15 |
|--------|-----------------------|----------|
|--------|-----------------------|----------|

The fifth budget change is to amend the 2014-15 budget for funds donated to the District by outside parties that were not expended in the 2013-14 year. These funds need to be carried forward so that they can be used for the intended purposes.

| 199-11 | Classroom Instruction | 109,026.56 |
|--------|---|------------|
| 199-12 | Instr. Resources and Media Services | 4,991.87 |
| 199-13 | Curriculum and Instr. Staff Development | 9,481.84 |
| 199-23 | School Leadership | 65.34 |
| 199-31 | Guidance and Counseling | 1,238.31 |
| 199-36 | Co-curricular/Extra-curricular Activities | 25,670.56 |
| 199-61 | Community Services | 8,608.34 |
| 199-81 | Facilities Acquisition & Construction | 26,697.84 |

The sixth budget change is to amend the 2014-15 budget for outstanding 2013-14 purchase orders. These purchase orders were encumbered in the 2013-14 year but goods/services were not received until September 2014.

| 199-11 | Classroom Instruction | 674,923.30 |
|--------|---|------------|
| 199-12 | Instr. Resources and Media Services | 4,851.98 |
| 199-13 | Instructional Staff Development | 18,610.76 |
| 199-21 | Instructional Leadership | 13,837.07 |
| 199-23 | School Leadership | 5,482.35 |
| 199-31 | Guidance and Counseling | 2,516.00 |
| 199-32 | Social Work Services | 242.00 |
| 199-33 | Health Services | 1,658.65 |
| 199-34 | Student Transportation | 33,884.54 |
| 199-36 | Cocurricular/Extracurricular Activities | 28,114.15 |
| 199-41 | General Administration | 27,350.17 |
| 199-51 | Plant Maintenance & Operations | 382,614.58 |
| 199-52 | Security & Monitoring Services | 6,210.03 |
| 199-53 | Data Processing Services | 176,706.52 |
| 199-61 | Community Services | 637.00 |
| 199-81 | Facilities Acquisition & Construction | 149,508.78 |
| 240-35 | Food Services | 316,765.94 |

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 September 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
 - o Investment Report

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

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle Superintendent

SCHEDULE OF SEPTEMBER 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 September total \$29,784,741 and are shown below by category:

| 3-Digit Object | Description | Disbursements |
|----------------|---|----------------------|
| | | |
| 611/612 | Salaries and Wages, All Personnel | 12,918,835 |
| 614 | Employee Benefits | 466,294 |
| 621 | Professional Services | 299,063 |
| 623 | Education Services Center | 32,067 |
| 624 | Contracted Maintenance and Repair Services | 648,651 |
| 625 | Utilities | 114,596 |
| 626 | Rentals and Operating Leases | 15,580 |
| 629 | Miscellaneous Contracted Services | 621,082 |
| 631 | Supplies and Materials for Maintenance and Operations | 168,061 |
| 632 | Textbooks and Other Reading Materials | 104,155 |
| 633 | Testing Materials | 12,159 |
| 634 | Food Service | 739,384 |
| 639 | General Supplies and Materials | 7,871,504 |
| 641 | Travel and Subsistence Employee and Student | 31,553 |
| 649 | Miscellaneous Operating Costs/Fees and Dues | 515,210 |
| 662 | Building Purchase, Construction, and/or Improvements | 5,169,858 |
| 663 | Furniture & Equipment - \$5,000 or more per unit cost | 11,371 |
| 129 | Misc. Receivable/Alternative Certification Fees | 10,443 |
| 131 | Inventory Purchases | 25,477 |
| 217 | Operating Transfers, Loans and Reimbursements | 852 |
| 573/575/592 | Miscellaneous Refunds/Reimbursements to Campuses | 8,546 |
| | Total | 29,784,741 |

PROGRAM DESCRIPTION:

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

Submitted by,

Michele Reynolds

Michele Reynolds, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

LAMAR CONSOLIDATED I.S.D. GENERAL FUND YEAR TO DATE CASH RECEIPTS AND EXPENDITURES (BUDGET AND ACTUAL) AS OF SEPTEMBER 30, 2014

| CASH RECEIPTS | AMENDED BUDGET | ACTUAL | BUDGET VARIANCE | PERCENT ACTUAL/ BUDGET |
|------------------------------------|-------------------|---------------|--------------------|------------------------------|
| 5700-LOCAL REVENUES | 122,475,590.00 | 391,186.00 | (122,084,404.00) | 0.3% |
| 5800-STATE PROGRAM REVENUES | 91,271,861.00 | 32,137,828.00 | (59,134,033.00) | 35.2% |
| 5900-FEDERAL PROGRAM REVENUES | 1,745,000.00 | - | (1,745,000.00) | 0.0% |
| TOTAL- REVENUES | 215,492,451.00 | 32,529,014.00 | (182,963,437.00) | 15.1% |
| EXPENDITURES | _ | | | |
| 6100-PAYROLL COSTS | 179,617,695.00 | 12,669,792.00 | 166,947,903.00 | 7.1% |
| 6200-PROFESSIONAL/CONTRACTED SVCS. | 13,680,906.00 | 751,571.00 | 12,929,335.00 | 5.5% |
| 6300-SUPPLIES AND MATERIALS | 9,421,449.00 | 213,890.00 | 9,207,559.00 | 2.3% |
| 6400-OTHER OPERATING EXPENDITURES | 9,083,670.00 | 87,006.00 | 8,996,664.00 | 1.0% |
| 6600-CAPITAL OUTLAY | 1,404,151.00 | - | 1,404,151.00 | 0.0% |
| TOTAL-EXPENDITURES | 213,207,871.00 | 13,722,259.00 | 199,485,612.00 | 6.4% |

Lamar CISD Local Investment Pools as of September 30, 2014

| | BEGINNING | TOTAL | TOTAL | TOTAL | MONTH END |
|--|-------------------------------|-----------------------|-----------------------------|-------------------|-------------------------------|
| ACCOUNT NAME | BALANCE | DEPOSIT | WITHDRAWAL | INTEREST | BALANCE |
| TexPool accounts are as follows: | | | | | |
| Food Service General Account | 3,727,584,53 53,003,630,54 | 0.00 30,775,000.00 | 400,000.00 11,225,000.00 | 95.33 1,461.82 | 3,327,679.86 72,555,092.36 |
| Capital Projects Series 2004 | 8,51 | 0.00 | 0,00 | 0.00 | 8,51 |
| Health Insurance Workmen's Comp | 2,259,321,98 661,939,34 | 0.00 0.00 | 1,475,000.00 20,000.00 | 49.91 17.65 | 784,371,89 641,956,99 |
| Property Tax | 292,269,34 | 360,073.01 | 0,00 | 13.35 | 652,355,70 |
| Vending Contract Sponsor Deferred Compensation | 475,161.19 2,55 | 0.00 0.00 | 0.00 0.00 | 13.00 0.00 | 475,174.19 2.55 |
| Debt Service Series 2005 | 996,170.53 | 0.00 | 0,00 | 27,29 | 996,197.82 |
| Debt Service Series 2007 Capital Projects Series 2005 | 34.60 611,888,51 | 0.00 0.00 | 0,00 0.00 | 0.00 16,75 | 34.60 611,905.26 |
| Student Activity Funds | 52,846.49 | 0.00 | 0.00 | 1,50 | 52,847.99 9,983.71 |
| Taylor Ray Donation Account Capital Projects Series 2007 | 9,983,41 209,022,03 | 0.00 0.00 | 0,00 0,00 | 0.30 5.70 | 209,027,73 |
| Common Threads Donation Debt Service Series 2008 | 53,209,78 24,51 | 0.00 0.00 | 0.00 | 1.44 0.00 | 53,211.22 24.51 |
| Capital Projects 2012A | 21,284,534,73 | 0.00 | 0,00 | 582.55 | 21,285,117.28 |
| Debt Service 2012A Debt Service 2012B | 428,661,10 984,177,22 | 0.00 0.00 | 0,00 984,150.00 | 11.75 22.32 | 428,672.85 49.54 |
| Capital Projects 2014A | 27,002,718,37 | 0.00 | 0.00 | 739.09 | 27,003,457.46 |
| Capital Projects 2014B Debt Service 2014A | 14,749,249,36 2,256,108.09 | 0.00 0.00 | 0.00 0.00 | 403.69 61.74 | 14,749,653.05 2,256,169.83 |
| Debt Service 2014B | 464,264.94 | 984,150.00 | 0,00 | 17.30 | 1,448,432.24 |
| | | | | | |
| Lone Star Investment Pool Government Overnight Fund Capital Projects Fund | 5,018.35 | 0.00 | 0.00 | 0.19 | 5,018.54 |
| Workers' Comp | 720,489.76 | 0.00 | 0.00 | 27.50 | 720,517.26 |
| Property Tax Fund General Fund | 32,143.23 2,586,559.58 | 0.00 | 0.00 | 1.23 98.74 | 32,144.46 2,586,658.32 |
| Food Service Fund | 90,444.50 | 0.00 | 0.00 | 3.45 | 90,447.95 |
| Debt Service Series 1996 Capital Project Series 1998 | 0.01 700.27 | 0.00 | 0.00 | 0.00 0.03 | 0.01 700.30 |
| Debt Service Series 1990 | 0.04 | 0.00 | 0.00 | 0,00 | 0.04 |
| Debt Service Series 1999 Capital Project Series 1999 | 2 43 0 01 | 0.00 0.00 | 0.00 | 0,00 0,00 | 2 43 0 01 |
| Capital Projects 2007 | 383.86 | 0.00 | 0.00 | 0.01 | 383.87 |
| Capital Projects 2008 Capital Projects 2012A | 36,822.88 10,905,798.50 | 0.00 | 0.00 8,247,369.66 | 1.41 199.24 | 36,824.29 2,658,628.08 |
| Capital Projects 2014A Capital Projects 2014B | 18,002,859.66 9,833,404.98 | 0.00 | 0.00 | 687.25 375.38 | 18,003,546 91 9,833,780 36 |
| | 9,033,404 90 | 0.00 | 0.00 | 373.38 | 9,033,700.30 |
| MBIA Texas CLASS Fund General Account | 15,338,702.72 | 0.00 | 0.00 | 1,199.33 | 15,339,902.05 |
| Capital Project Series 1998 | 904.80 | 0.00 | 0.00 | 0.04 | 904.84 |
| Capital Projects Series 2007 Debt Service Series 2007 | 1.00 1.00 | 0.00 | 0.00 0.00 | 0.00 | 1.00 1.00 |
| Capital Projects Series 2012A | 11,041,929-92 | 0.00 | 0.00 | 863-32 | 11,042,793.24 |
| TEXSTAR | | | | | |
| Capital Projects Series 2007 Debt Service Series 2008 | 742.61 663,026.70 | 0.00 0.00 | 0.00 | 0.00 17.27 | 742.61 663,043.97 |
| Capital Projects Series 2008 | 2,319,616.83 | 0.00 | 510.00 | 60.44 | 2,319,167.27 |
| Debt Service Series 2012A Debt Service Series 2012B | 1,385,314-60 4,771-82 | 0-00 0-00 | 0.00 | 36.07 0.04 | 1,385,350.67 4,771.86 |
| Capital Projects Series 2012A | 12-21 | 0-00 | 0.00 | 0.00 | 12.21 |
| Debt Service 2013 Capital Projects 2014A | 4,507-38 25,792,649-46 | 0-00 0-00 | 0.00 2,482,118.97 | 0.04 660.39 | 4,507.42 23,311,190.88 |
| Capital Projects 2014B | 12,193,669-78 | 0-00 | 2,071,168.68 | 308.03 | 10,122,809.13 |
| | | | | | |
| TEXAS TERM/DAILY Fund Capital Projects Series 2007 | 1,004,100-17 | 0-00 | 0-00 | 49.29 | 1,004,149-46 |
| Capital Projects Series 2008 | 140.60 | 0-00 | 0-00 | 0.01 | 140-61 |
| Capital Projects Series 2012A Capital Projects Series 2014A | 463,585.22 18,002,692-10 | 0.00 | 0.00 | 22-76 883-71 | 463,607-98 18,003,575-81 |
| Capital Projects Series 2014B | 9,833,305.49 | 0.00 | 0.00 | 482.70 | 9,833,788-19 |
| ACCOUNT TYPE | | | AVG. RATE OF RETURN | CURRENT MONTH | |
| TEXPOOL ACCOUNT INTEREST | | | 0.03 | \$3,542.48 | |
| LONE STAR ACCOUNT INTEREST | | | 0.05 | \$1,394.43 | |
| | | | | | |
| MBIA TEXAS CLASS ACCOUNT INTEREST | | | 0.10 | \$2,062.69 | |
| TEXSTAR ACCOUNT INTEREST | | | 0.03 | \$1,082.28 | |
| TEXAS TERM/DAILY ACCOUNT INTEREST | | | 0.06 | \$1,438.47 | |
| TOTAL CURRENT MONTH EARNINGS | | | | | \$9,520.35 |
| EARNINGS 9-01-14 THRU 8-31-15 | | | | | \$9,520.35 |
| TOTAL CURRENT SCHOOL YEAR EARNINGS | | | | | \$9,520.35 |

(ii

CONSIDER ACCEPTANCE OF CERTIFICATE OF EXCELLENCE IN FINANCIAL REPORTING

RECOMMENDATION:

That the Board of Trustees review and accept the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2013 (School Year 2012-13).

IMPACT/RATIONALE:

Lamar CISD has been awarded the Certificate of Excellence in Financial Reporting by the Association of School Business Officials (ASBO) International. The award represents a significant achievement by the District and reflects our commitment to the highest standards of school system financial reporting. A district earning the Certificate of Excellence receives not only the award, but enhanced credibility for the financial management of its school system.

The Certificate of Excellence in Financial Reporting Program was designed by ASBO International to enable school business officials to achieve a high standard of financial reporting. School systems participating in the program are not competing against one another, but striving toward meeting a higher standard than required by state and federal regulatory agencies. This nationally-recognized program reviews and critiques school district accounting practices as represented in the Comprehensive Annual Financial Report (CAFR) and recognizes school districts that adhere to sound principles and reporting procedures. All applicants receive constructive comments about their CAFR from trained accounting professionals, and the award is only conferred to school systems that have met or exceeded the standards of the program. The district has been awarded the Certificate for the past fourteen years.

Since its inception in 1972, the program has gained the distinction of being a prestigious national award recognized by accounting professionals, underwriters, securities analysts, bond rating agencies, state and federal agencies, education, teacher, and citizen groups.

The Association of School Business Officials International, founded in 1910, is a professional association that provides programs and services to promote the highest standards of school business management practices, professional growth, and the effective use of educational resources.

An electronic copy of the Comprehensive Annual Financial Report (CAFR) will be provided. The contents of which were presented when the Board approved the audit in January 2014. A printed copy of the report will be provided upon request.

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

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING PARENT INVOLVEMENT WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 17 – 21, 2014 as "Parent Involvement Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

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

Knowing that parent involvement is the key to improving student achievement, proclaiming November 17 - 21, 2014 as Parent Involvement Week will provide the community with a clear statement that parent involvement is valued and very important in the Lamar CISD. Special events for parents are encouraged at our campuses during the month of November.

PROGRAM DESCRIPTION:

Celebrating parental involvement in schools began with the Greater Houston Partnership's Business Promise Council in 1994 and has since become a Texas-wide initiative. In addition to campus celebrations, each campus is being encouraged to distribute a Parental Involvement Pledge and Parent Involvement Policy that outlines the commitment and shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by:

Mike Rockwood, Executive Director of Community Relations Jill Duban, Parent Involvement Coordinator

Recommended for Approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Resolution

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

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

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

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

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 17 – 21, 2014 to be "Parent Involvement Week" in the Lamar Consolidated Independent School District.

October 16, 2014

Julie Thompson, President

Kay Danziger, Secretary

DISCUSSION AND ACTION ON BOARD MEMBER TEAM BUILDING

School board members are required by Texas law and State Board of Education rule to participate in three types of continuing education: an orientation to local district policy and to the laws affecting public education in Texas; an annual team building activity, taken in conjunction with the rest of the board and the superintendent; and a specified number of hours each year in areas of special need. Board members determine needs with their board annually by reviewing the Framework for School Board Development, a document that outlines the tasks an effective board performs in its governing capacity. Continuing education courses that address these needs are available through a variety of sources.

Resource Person: Dr. Thomas Randle, Superintendent

CONSIDER APPROVAL OF CENTERPOINT TERMS AND CONDITIONS FOR THE NEW CHURCHILL FULSHEAR, JR. HIGH AND DEAN LEAMAN JUNIOR HIGH SCHOOLS

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions package for the installation of underground service to the new Churchill Fulshear, Jr. High and Dean Leaman Junior High Schools in the amount of \$36,700.

IMPACT/RATIONALE:

The terms and conditions are applicable to this request to CenterPoint Energy for the underground service for the new Churchill Fulshear, Jr. and Dean Leaman Junior High Schools. The underground electrical service will enter the west side of the site and go to a pad mounted transformer located in each school's service yard.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will begin design and construction of the permanent underground electrical service to the new Churchill Fulshear, Jr. High and Dean Leaman Junior High Schools.

Submitted by:

J. Kevin McKeever, Administrator for Operations Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



CenterPoint Energy

3000A Harrisburg Blvd Houston, Texas 77003-2332 CenterPointEnergy.com

October 3, 2014 Job # 70700481 Page 1 of 2

Re: LAMAR CONSOLIDATED I.S.D. Churchhill Fulshear Jr. High School and Dean Leaman Junior High School 9302 Bois D'Arc Ln and 9320 Bois D'Arc Ln

Please find attached the Terms and Conditions (T&C) package as prepared by CenterPoint Energy's (CNP) Major Underground Engineering (MUG), applicable for providing the requested underground service. MUG will serve the load as follows:

- Point of Service #1, with a requested load of 584 kVA, will be served with a 750 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
- Point of Service #2, with a requested load of 1515 kVA, will be served with a 1500 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
- Point of Service #3, with a requested load of 1170 kVA, will be served with a 1500 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer

After applying a credit for standard service, the cost for the facilities required to provide the requested underground service is as follows:

| REQUESTED UNDERGROUND SERVICE | \$ 36,700 |
|---|--------------|
| (Ducts ,manhole & pads by the Customer) | |

The above cost is based on using CNP's standard installation equipment and includes no overtime premiums. The standard underground service credit is based on installing (1) 750 kVA pad mounted transformer, (2) 1500 kVA pad mounted transformer, and associated underground facilities located within a hundred (100') feet of the terminal pole.

MUG has not included the costs associated with the installation, removal or modification of any overhead facilities. Nicholas C Favre, Service Consultant at Katy Service Center is responsible for providing all overhead costs and construction.

The above cost and attached T&C package are effective for 365 days from the date of this letter, provided the field conditions existing as of this date and location of the facilities shown on the attached sketches remain the same. After that time, the T&C package and cost must be reviewed by MUG before a final commitment is made to the Customer.

Please review the attached T&C package and Facilities Extension Agreement (FEA). Sign the cover sheet of the T&C package and the second page of the FEA. Return these original documents, as well as any required remittance to my office. Note that the information contained in the package is applicable for the life of the service.

Since multiple service transformers are required, the Customer shall install a permanent plaque or directory at each transformer and service location in accordance with Article 230.2



CenterPoint Energy

3000A Harrisburg Blvd Houston, Texas 77003-2332 CenterPointEnergy.com

October 3, 2014 Job # 70700481 Page 2 of 2

Re: LAMAR CONSOLIDATED I.S.D. Churchhill Fulshear Jr. High School and Dean Leaman Junior High School 9302 Bois D'Arc Ln and 9320 Bois D'Arc Ln

of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each pad mounted transformer separate throughout the entire electrical system.

Before beginning the required underground construction, please arrange for a preconstruction meeting with MUG and your contractors.

If any additional information is required, contact me at 713-207-6120.

Thank you.

Adam McDonald Adam.Mcdonald@centerpointenergy.com

TERMS & CONDITIONS UNDERGROUND ELECTRIC SERVICE

FOR

LAMAR CONSOLIDATED I.S.D. Churchhill Fulshear Jr. High School and Dean Leaman Junior High School 9302 Bois D'Arc Ln and 9320 Bois D'Arc Ln

Job #70700481

CenterPoint Energy (CNP) Major Underground Engineering P. O. Box 1700; Houston, Texas 77251-1700

REFERENCE LAMAR CONSOLIDATED I.S.D. DRAWINGS:

| Site Plan | Drawing #: | EU1.00 | Received: | September 19, 2014 |
|---------------------|------------|--------|-----------|--------------------|
| Utility Plan | Drawing #: | EU1.00 | Received: | September 19, 2014 |
| Electrical One-Line | Drawing #: | E5.01 | Received: | September 19, 2014 |
| Load Analysis | Drawing #: | N/A | Received: | September 19, 2014 |

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

| Service Standards | : | April 1, 2014 |
|----------------------|---|---------------|
| Emergency Generators | | 007-231-82 |
| Ready-Mix Concrete | ; | 007-221-01 |
| Harmonic Distortion | : | 007-231-83 |

Reviewed And Agreed To By:

Signature

Title

Date

Print Name

If this Terms & Conditions package is signed by anyone other than an official from Lamar Consolidated I.S.D., it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

| | | | | | | C | CenterPoint Energy Houston, Texas | |
|-----|------|---------------|----|----|-----|----------|--------------------------------------|-----------|
| | | | | | | WRITTEN | NXK | 10/3/2014 |
| | | | | | | CHECKED | RJG | 10/3/2014 |
| | | | | | | APPROVED | RED | 10/3/2014 |
| | | | | | | | SHEET 1 OF 19 SHEETS | |
| NO. | DATE | ITEMS REVISED | BY | СН | APP | PM 3138 | | |

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar Consolidated I.S.D. Lamar Consolidated I.S.D. and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) as follows:
 - Point of Service #1 will be served with a 750kVA, 34.5 kV 480Y/277 V, three phase, four wire, pad mounted transformer
 - Point of Service #2 will be served with a 1500kVA, 34.5 kV 480Y/277 V, three phase, four wire, pad mounted transformer
 - Point of Service #3 will be served with a 1500kVA, 34.5 kV 480Y/277 V, three phase, four wire, pad mounted transformer
- C. The CNP Major Underground Engineering (MUG) representative is Adam McDonald at 713-207-6120 or Adam.Mcdonald@centerpointenergy.com.

The CNP Service Area Consultant is Nicholas C Favre at 281-391-5114.

- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address 3000A Harrisburg Blvd. Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; "approve the submittals", "approve the submittals as noted" or "not approve the submittals". The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

| REVISION NO. | SPECIFICATION NO. | 18 | SHEET 2 OF 19 SHEETS |
|---------------------|-------------------|----|----------------------|
|---------------------|-------------------|----|----------------------|

SERVICE CONNECTION (For 750kVA, 34.5kV - 480Y/277)

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is <u>8-750 MCM</u> cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to <u>14-4</u>" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and <u>14-4"</u> conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are attached. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 16,957 amperes symmetrical, with an X/R ratio of 8.0.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

| REVISION NO. | SPECIFICATION NO. | 1 | 4 | | SHEET 3 OF 19 SHEETS |
|--------------|-------------------|---|---|--|----------------------|
| | | | | | |

SERVICE CONNECTION (For 1500kVA, 34.5kV - 480Y/277)

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is <u>14-750 MCM</u> cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to <u>14-4</u>" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and <u>14-4</u>" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are attached. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 33,914 amperes symmetrical, with an X/R ratio of 8.7.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 8) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 8).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (available upon request). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (attached). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to Major Underground Engineering at (713) 207-6229. Job # <u>70700481</u> must be provided as the inspection identification number.

PRECAST MANHOLES

CNP will allow the Customer the option to install either poured-in-place or approved precast manholes. The use of precast manholes is approved for all locations where the vehicular loading does not exceed AASHO HS-20-44 Highway Loading (72,000 pounds).

CNP's current approved suppliers are Oldcastle Precast, 13600 South Wayside Road, Houston, Texas 77048, (713) 934-7900 and Locke Solutions, 7600 S. Santa Fe Drive, Houston, Texas 77061, (832) 804-7062. Three (3) copies of the supplier's drawing must be submitted to the Engineering contact, for approval prior to procurement and/or installation.

CNP also recommends the installation of the required duct bell terminators by the manhole supplier on all precast manholes. Manholes are to be placed on a minimum of six inch (6") leveled base of sand or crushed rock to insure uniform distribution of soil pressure on the floor. CNP must inspect this requirement prior to the installation of the manhole inside the exposed pit.

| REVISION NO. | |
|---------------------|--|
|---------------------|--|

SPECIFICATION NO.

SHEET 6 OF 19 SHEETS

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

For installations not utilizing a blanket easement document (see Easement Instrument section, page 8), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

| REVISION NO. | SPECIFICATION NO. | SHEET 7 OF 19 SHEETS |
|---------------------|-------------------|----------------------|
| KLVISION NO. | SPECIFICATION NO. | |

CLEARANCES (continued)

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

SPECIFICATION NO.

SHEET 8 OF 19 SHEETS

Job # 70700481

INDEMNIFICATION AND LIABILITY LIMITS

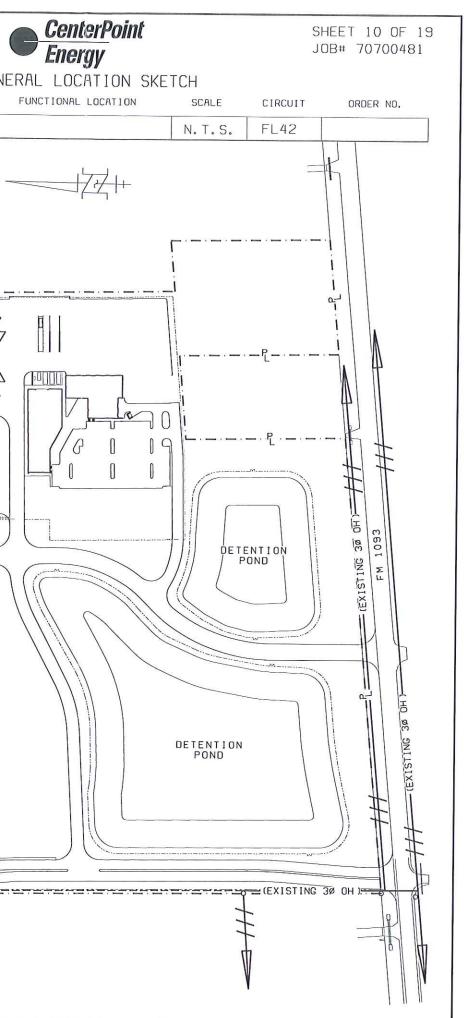
Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. (See Governmental Entity Addendum if applicable.)

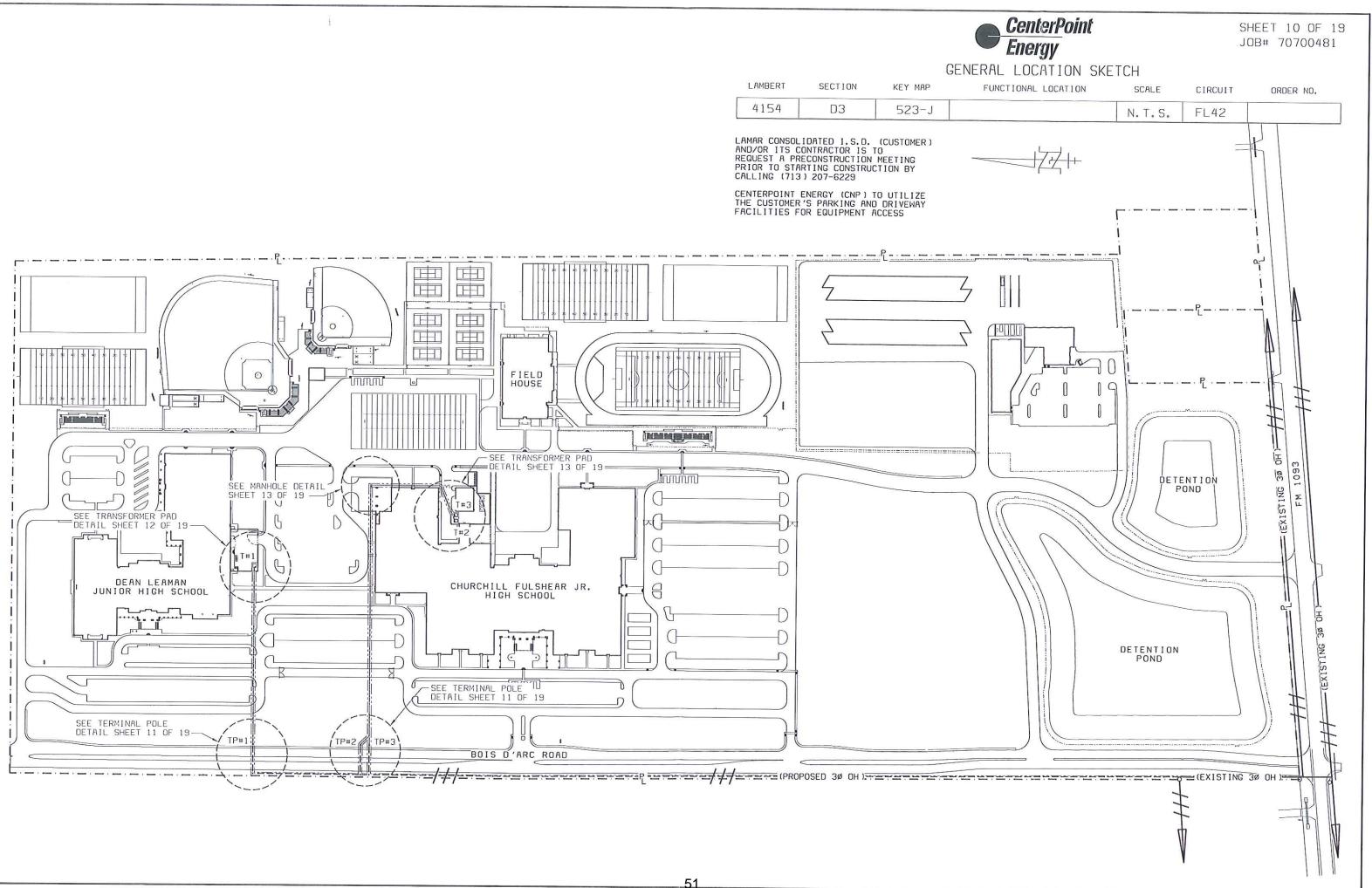
THE CUSTOMER HAS REQUESTED A NON-STANDARD SERVICE ARRANGEMENT THAT CONSISTS OF TWO POINTS OF SERVICE AT OPPOSITE ENDS OF THE BUILDING. CNP DOES NOT RECOMMEND THIS SERVICE ARRANGEMENT.

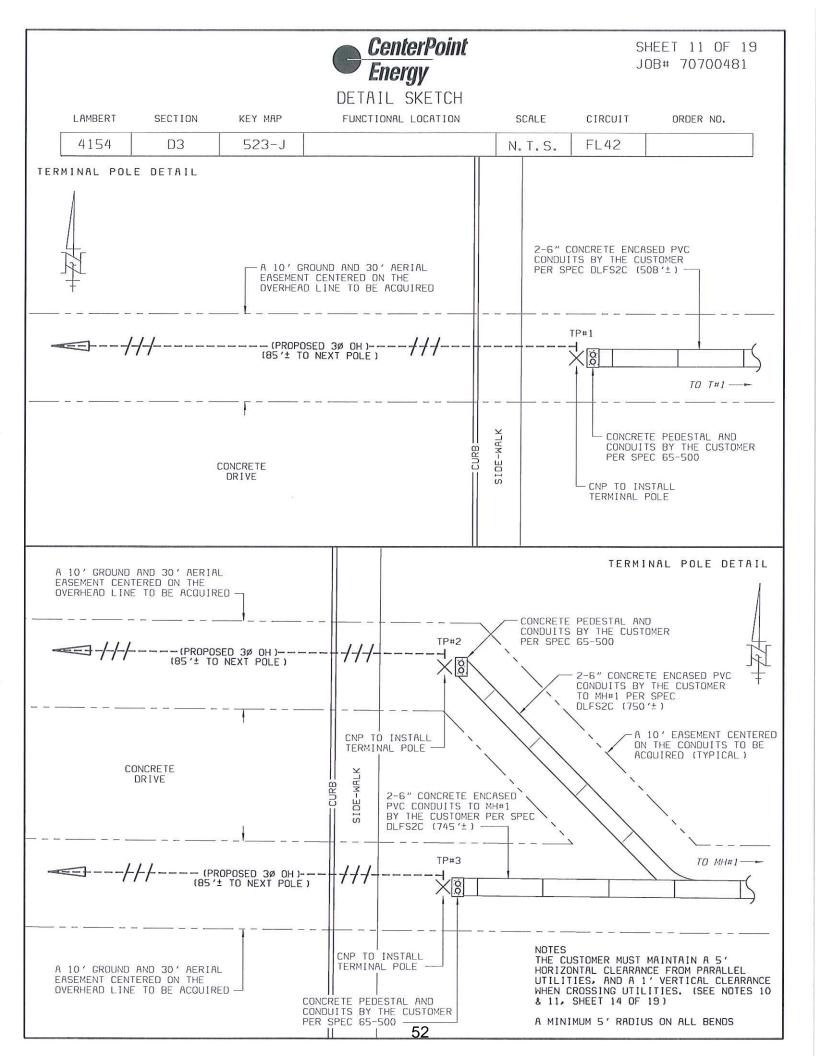
IN THE EVENT OF A FAULT ON THE CNP DISTRIBUTION SYSTEM, EVEN A FAULT THAT IS REMOTE TO THE BUILDING, TWO POINTS OF SERVICE PROVIDE A PARALLEL GROUND PATH FOR FAULT CURRENTS. SOME FAULT CURRENT WILL FLOW THROUGH THE BUILDING IN THE EVENT OF A FAULT ON THE CNP SYSTEM. THIS CONDITION CAN CAUSE MIS-OPERATION OF GROUND FAULT DETECTION DEVICES, CAUSING UNEXPLAINED NUISANCE TRIPS.

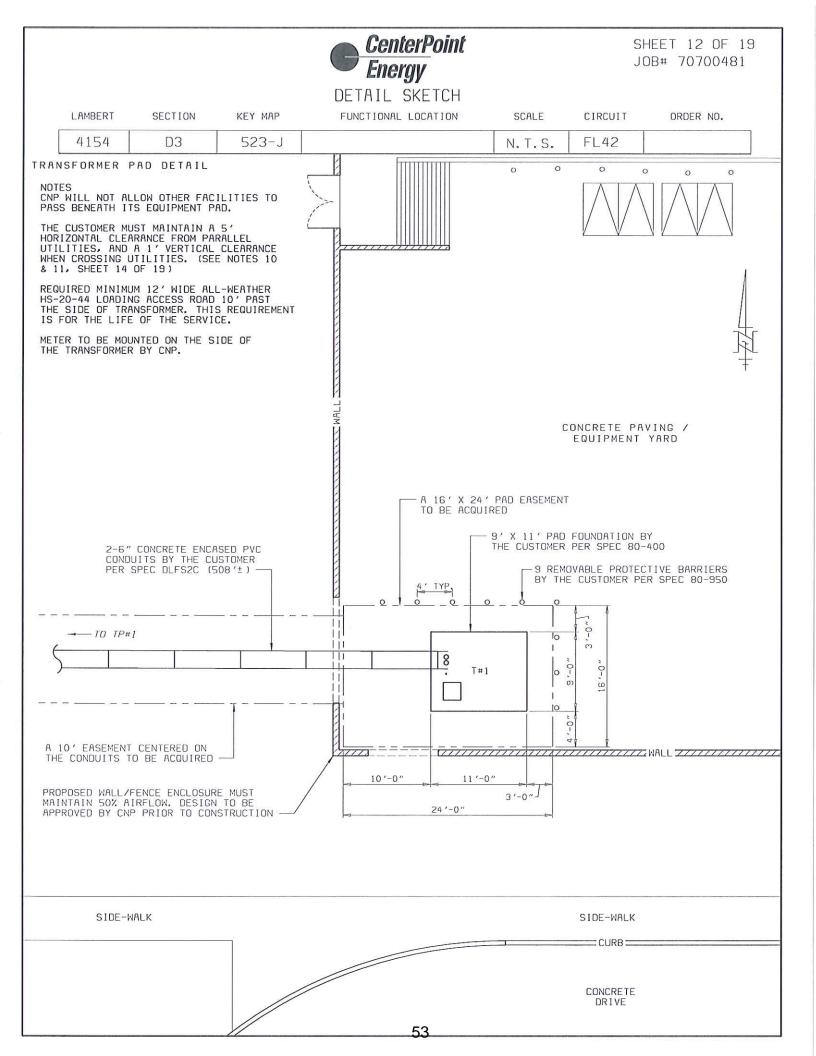
TWO POINTS OF SERVICE ALLOW CIRCULATING NEUTRAL CURRENTS. CIRCULATING NEUTRAL CURRENTS WILL CAUSE A DIFFERENCE OF POTENTIAL BETWEEN THE GROUND AND NEUTRAL. THIS CAN CAUSE PROBLEMS WITH COMPUTERS AND OTHER DEVICES THAT NEED A CLEAN SOURCE OF POWER. CIRCULATING NEUTRAL CURRENTS CAN CAUSE MIS-OPERATION OF GROUND FAULT DETECTION DEVICES, CAUSING UNEXPLAINED NUISANCE TRIPS.

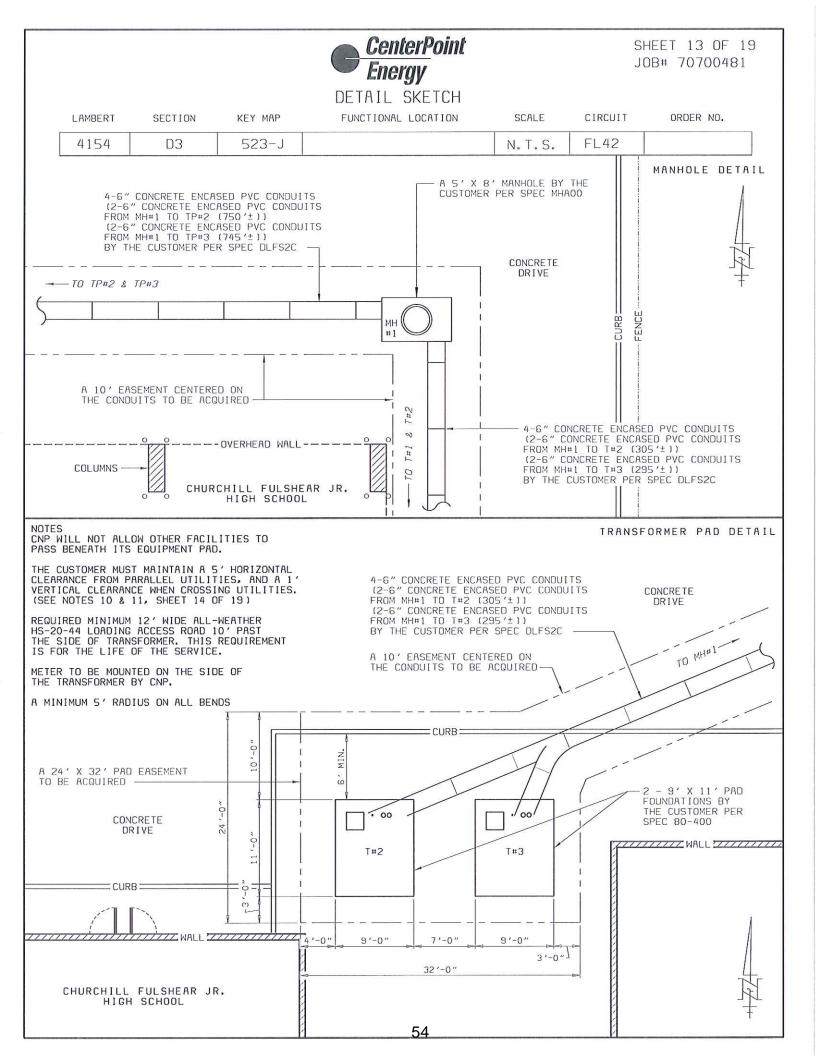


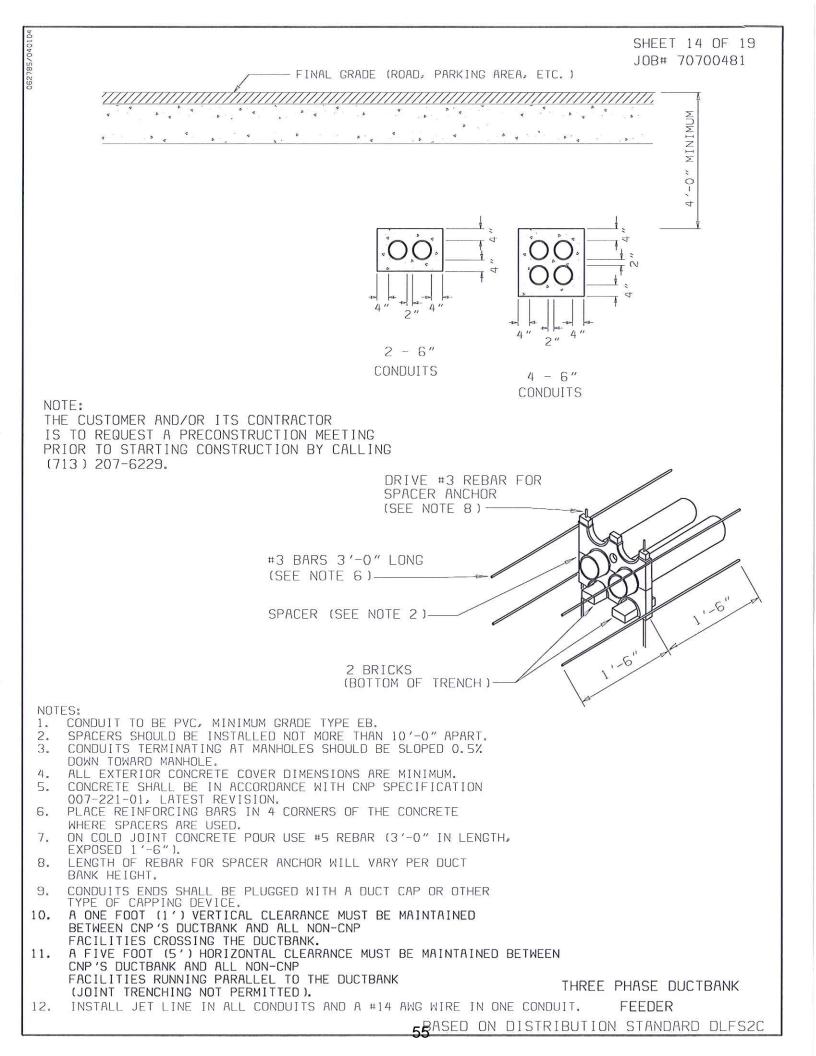
| LAMBERT | SECTION | KEY MAP | FUNCTI |
|---------|---------|---------|--------|
| 4154 | ПЗ | 523-1 | |

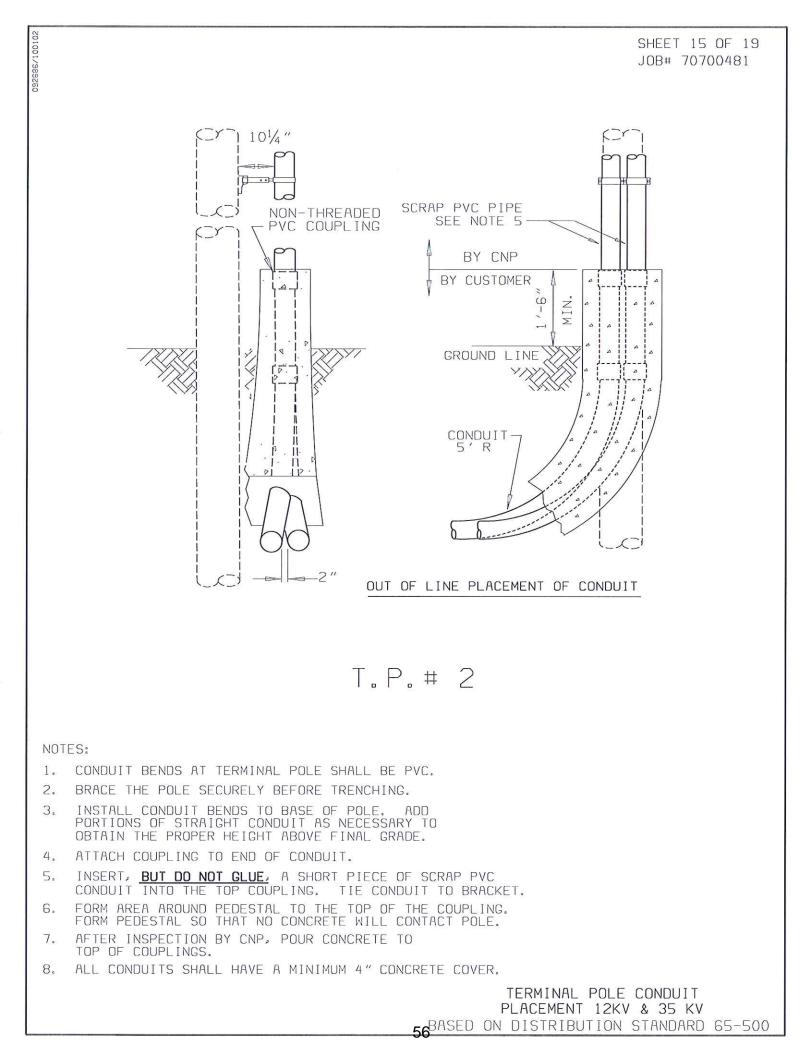


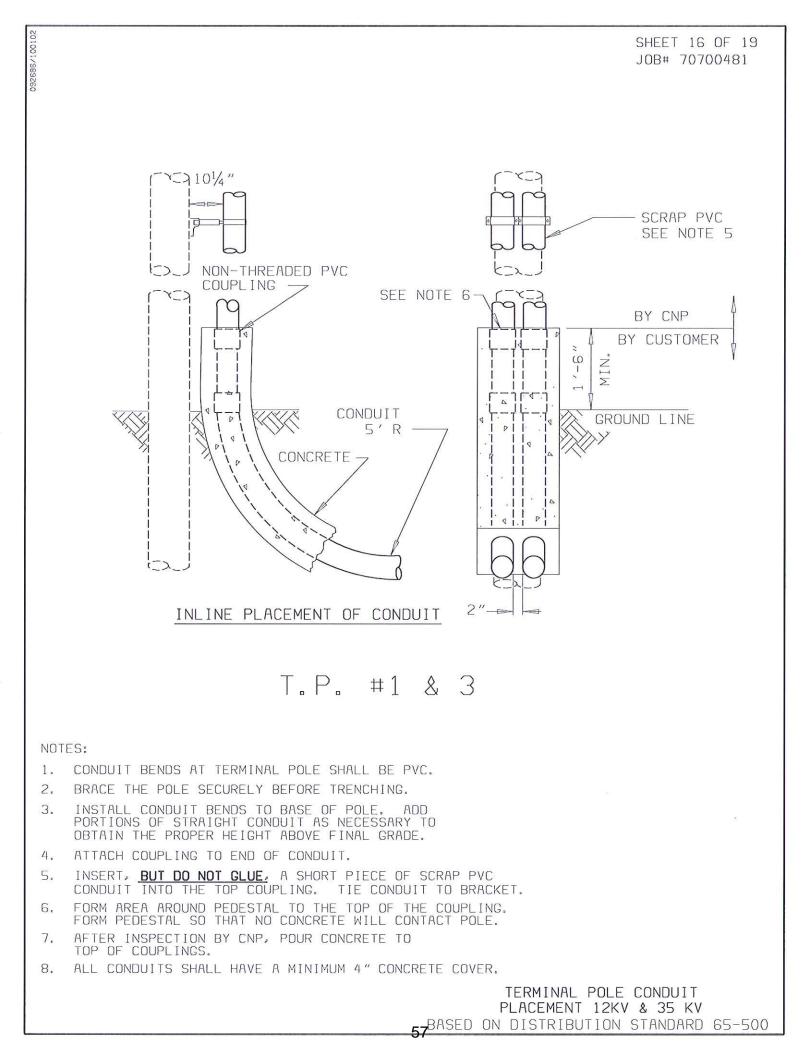


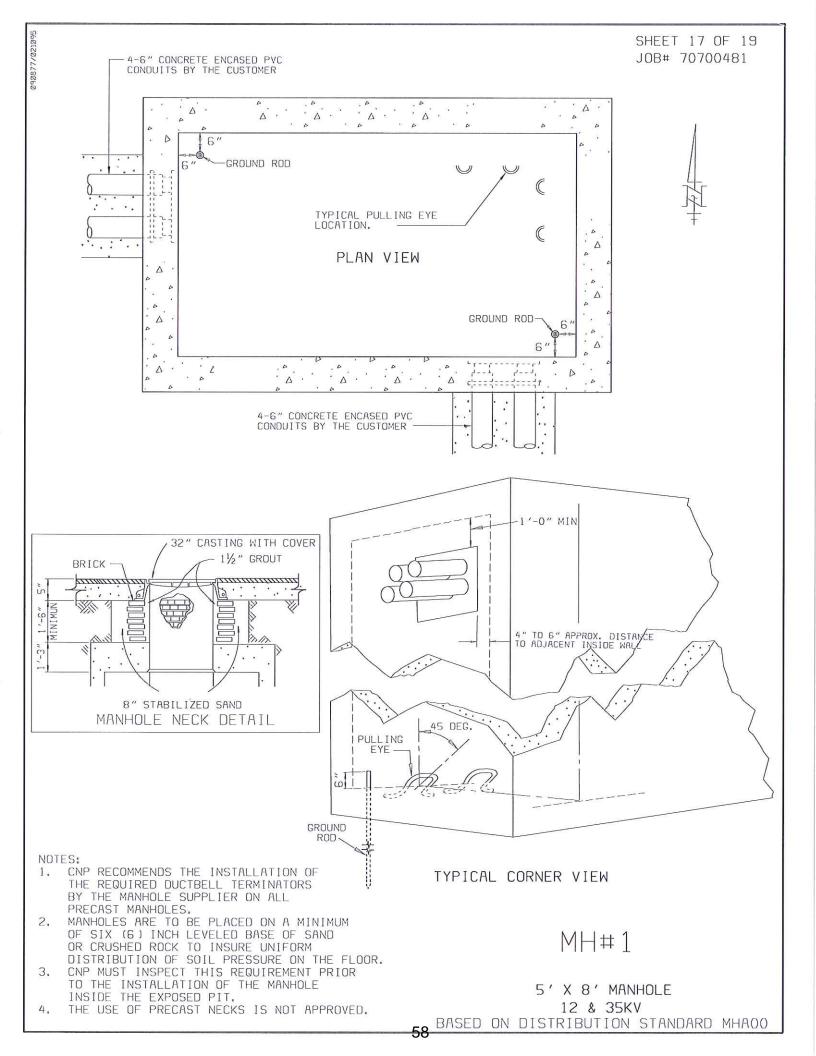


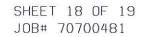


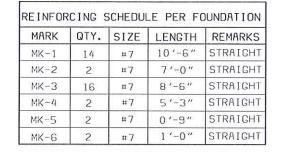




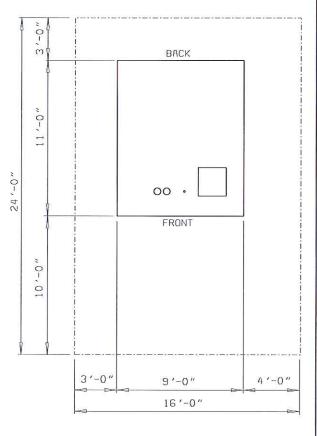








| MATERIAL ESTIMATE PER FOUNDATION | | |
|---|-------------|--|
| DESCRIPTION | QUANTITY | |
| REINFORCING STEEL #7 | 636 LBS | |
| CONCRETE (5 SACK) | 5½ CU. YDS. | |
| TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R | 2 | |
| 2" PVC CONDUIT | 5 FT | |



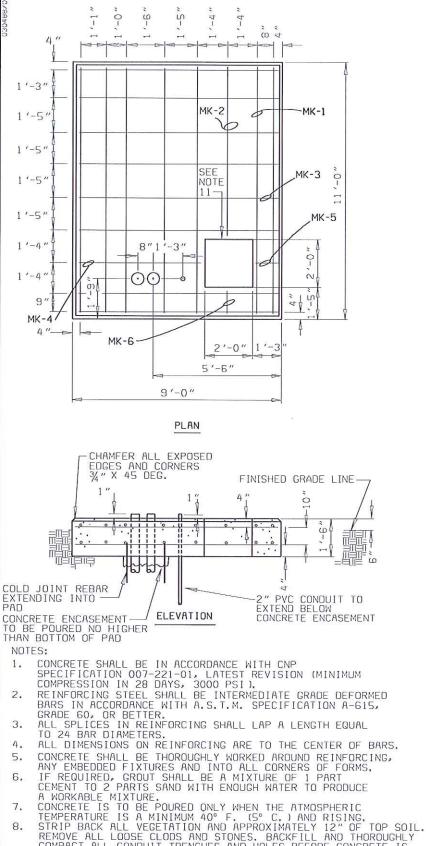
MINIMUM EASEMENT REQUIREMENTS



TYPICAL

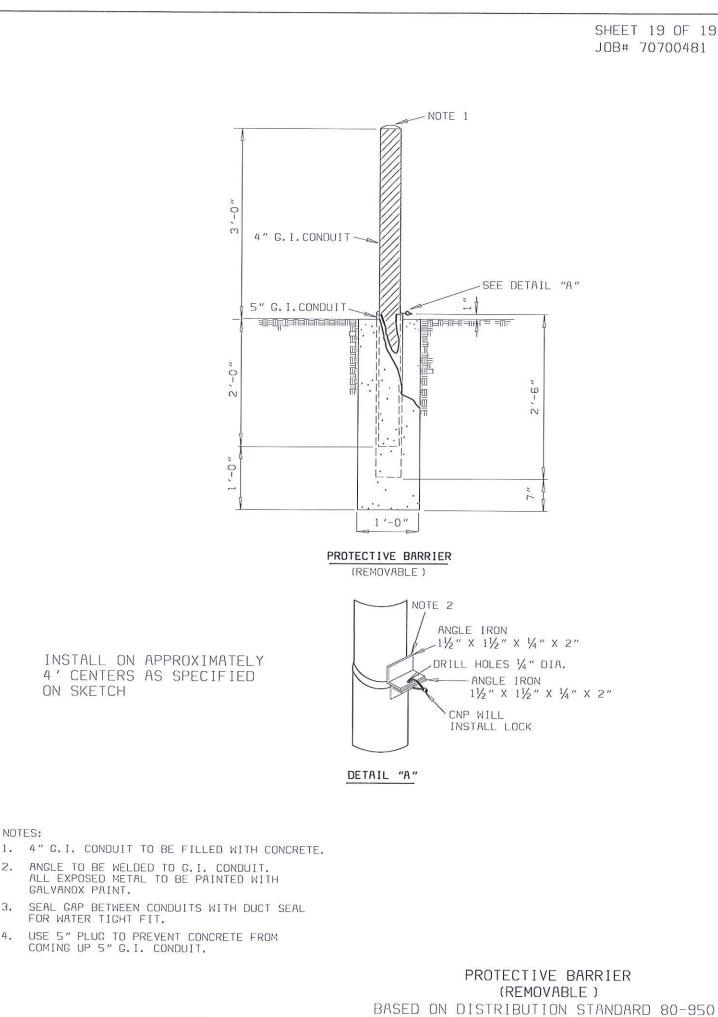
500-5000 KVA PMT FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400



- COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
- 9 REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER. SLOPE PAD 1" FRONT TO BACK. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY 10.
- 11. CONDUITS.
- CONP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN 12. CNP PADS AND ALL OTHER FACILITIES.
- THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD. 13.

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032086/1001

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ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "<u>Company</u>") and LAMAR CONSOLIDATED I.S.D. ("<u>Customer</u>"). The Company and Customer are referred to in this Addendum individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

Customer is the owner and operator of CHURCHILL FULSHEAR JR HIGH SCHOOL and DEAN LEAMAN JUNIOR HIGH SCHOOL at 9302 BOIS D'ARC LN and 9320 BOIS D'ARC LN (<u>"Property"</u>). <u>("Facilities"</u>) shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at 9302 BOIS D'ARC LN and 9320 BOIS D'ARC LN.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "<u>Agreement</u>") under which underground electric service will be provided to the Facility. "<u>Effective Date</u>" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. <u>Applicability</u>. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. <u>Customer as Governmental Entity</u>.

(a) Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement would be enforceable against Customer under Applicable Laws (as defined below).

(b) Terms and conditions in the Agreement relating to limitations of the type described in <u>Section 2(a)</u> will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("<u>Applicable Laws</u>").

3. <u>Maintenance</u>. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. <u>Installation</u>. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. <u>INDEMNIFICATION</u>. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS "LIMITS LIABILITY," SECTION 5.2 OF ON OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).

6. <u>Further Assurances</u>. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. <u>Assignment</u>. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this <u>Section 6</u> is void and of no effect.

8. <u>Modification; Waiver</u>. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this <u>Section 7</u> must be signed by an officer or other representative of that Party authorized to do so.

In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: <u>Roland E. Deike, Sr. P.E.</u> Name: <u>CS Deike fr.</u> Title: <u>Engineering Manageo</u>

CUSTOMER:

LAMAR CONSOLIDATED I.S.D.

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

| By: | |
|--------|--|
| Name: | |
| Title: | |

Last edited July 13, 2011

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between <u>LAMAR CONSOLIDATED</u> <u>I.S.D.</u>, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at <u>9302 BOIS D'ARC LN AND 9320 BOIS D'ARC LN</u>.

• Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to proceed extend Company facilities) and sign and return this Agreement before Company can with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Retail Customer

By

By Adom MDonald

ADAM MCDONALD (name printed or typed)

Title ENGINEER

Date <u>09-25-2014</u>

Title _____ Date _____

(name printed or typed)

Please make checks payable to *CenterPoint Energy*

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CNP 8038

CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #3 AND CLOSE OUT FOR THE NEW SATELLITE TRANSPORTATION CENTER

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #3 in the amount of \$5,562.36 and close out for the construction of the new Satellite Transportation Center to Pepper-Lawson Construction, L.P.

IMPACT/RATIONALE:

Pepper-Lawson Construction, L.P. was the contractor for the construction of the new Satellite Transportation Center. Funding for this project came from the 2006 Bond Funds. Substantial completion was taken on April 27, 2012.

PROGRAM DESCRIPTION:

Upon approval, this project will be closed and the contract amount will be reduced by \$5,562.36.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

▲IA[®] Document G701[™] – 2001

Change Order

| PROJECT (Name and address): | CHANGE ORDER NUMBER: 003 | OWNER: 🖂 |
|---|---|---------------|
| LCISD SATELLITE TRANSPORTATION CENTER | DATE: | |
| Rosenberg, Texas 77471 | | CONTRACTOR: 🖂 |
| TO CONTRACTOR (Name and address): | ARCHITECT'S PROJECT NUMBER: 1266 | FIELD: |
| Pepper-Lawson Construction, L.P. | CONTRACT DATE: August 26, 2010 | |
| 4555 Katy-Hockley Cut-Off Road Katy, Texas 77493 | CONTRACT FOR: General Construction | OTHER: 🖂 |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) This change order is to return contingency funds to the owner.

| The original Contract Sum was | \$ 7,029,000.00 |
|--|--------------------|
| The net change by previously authorized Change Orders | \$ 396,206.89 |
| The Contract Sum prior to this Change Order was | \$ 7,425,206.89 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 5,562.36 |
| The new Contract Sum including this Change Order will be | \$ 7,419,644.53 |
| The Contract Time will be increased by Zero (0) days | |

The Contract Time will be increased by Zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is

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

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

| Rey de la Reza Architects, Inc. | Pepper-Lawson Construction, L.P. | Lamar Consolidated Independent School District |
|---|--|---|
| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
| 1245 West 18th Street, Houston, Texas 77008 | 4555 Katy-Hockley Cut-Off Road, Katy, Texas 77493 | 3911 Ave. I, Rosenberg, Texas 77471 |
| ADDRESS How A Minh TD | ADDRESS | ADDRESS |
| BY (Signature) | BY (Signature) For | BY (Signature) |
| Howard E. Merrill III (Typed name) | Paul E. Lawson Top Granners (Typed name) | Julie Thompson (Typed name) |
| <u>9/29/2014</u> | <u>lo/1/14</u> DATE | DATE |

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| APPLICATIO | <u>APPUICAT</u> ION AND CERTIFICATE FOR PAYMENT | CATE FOR PA | YMENT | AIA DOCLIMENT G702 | I CISD PO# 50007937-00 | 137-00 | ۵ | PAGE 01 OF 21 PAGES |
|---|---|---|---|---|---|--|---|---|
| TO (OWNER): | Lamar Consolidated ISD | ed ISD | PROJECT: | LCISD Transportation Center | APPLICATION NO: | Final | Dis | i |
| | 2911 AVE. 1 Rosenburg, Texas 77471 | 77471 | | 29826 F.M. 1095 Fulshear, Texas 77411 | APPLICATION DATE: PERIOD FROM: PFRIOD TO: | 09/08/14 08/10/12 09/08/14 | X | OWNER |
| FROM: | Pepper-Lawson Construction, L.P. 4555 Katy-Hockley Cut-Off Road Katy, Texas 77493 | onstruction, L.P. y Cut-Off Road | ARCHITECT: | RdIR Architects, Inc. 1245 West 18th Street Houston, Texas 77008 | ARCHITECTS PROJECT NO: | 1266 | \times | ARCHITECT CONTRACTOR |
| CONTRACT FOR: | LCISD Satellite T | LCISD Satellite Transportation Center | ter | | CONTRACT DATE: | August 26, 2010 | | |
| CONTRACTOR'S AP CHANGE ORDER SUMMARY | CONTRACTOR'S APPLICATION FOR PAYMENT CHANGE ORDER SUMMARY | ION FOR PAY | MENT | Application is made for Payment, as shown below, in connection with the Contract Continuation sheet, AIA Document G703, is attached. | is shown below, in connection with G703, is attached. | the Contract. | | |
| Change Orders approved in | roved in | ADDITIONS | DEDUCTIONS | 1. ORIGINAL CONTRACT SUM. | UM. | | ÷ | 7,029,000.00 |
| previous months by Owner | / Owner | | | 2. Net change by Change Orders | 21S. | | ŝ | 390,644.53 |
| | TOTAL | 00.00 | | 3. CONTRACT SUM TO DATE (Line 1+2) | TE (Line 1+2) | | \$ | 7,419,644.53 |
| Approved this Month | onth | | | 4. TOTAL COMPLETED & STORED TO DATE | STORED TO DATE | | Ь | 7,419,644.53 |
| Number | Date Approved | | | (Column G on G703) | | | | |
| ~ | 02/17/2011 | 212946.8 | | 5. RETAINAGE: | | | | |
| 2 | 01/19/2012 | 183,260.09 | 0.00 | a. 2% Retainage Withheld | | | | |
| ო | | | 5,562 | To Date on Subcontractors & Fee | ctors & Fee § | 0.00 | I | |
| | | | | b. 2% of Stored Material (incl (included with a. above) | (incl | \$ 0.00 | I | |
| | TOTALS | 396,206.89 | 5,562.36 | Total Retainage (Line 5a + 5b or | 5b or | | | |
| Net change by Change Orders | Orders | | 390,644.53 | Total in Column I of G703) | 03) | | \$ | 0.00 |
| The undersigned Contr | The undersigned Contractor certifies that to the best of the Contractor's knowledge, | t of the Contractor's knowle | dge, | 6. TOTAL EARNED LESS RETAINAGE | ETAINAGE | , | s | 7,419,644.53 |
| information and belief | information and belief the Work covered by this Application for Payment has been | Application for Payment has | ; been | (Line 4 less Line 5 Total) | | | | |
| completed in accordan | completed in accordance with the Contract Documents, that all amounts have been | ients, that all amounts have | been | 7. LESS PREVIOUS CERTIFICATES FOR | ICATES FOR | | | |
| paid by the Contractor | paid by the Contractor for Work for which previous Certificates for Payment were | s Certificates for Payment | were | PAYMENT (Line 6 from prior Certificate). | prior Certificate) | | s | 7,419,644.53 |
| issued and payments received from the | | Owner, and that current payment shown | shown | 8. CURRENT PAYMENT DUE. | UE | | 69 | 0.00 |
| herein is now due. | | | | 9. BALANCE TO FINISH, PLUS RETAINAGE. | LUS RETAINAGE | | s | 0.00 |
| CONTRACTOR: | PEPPER-LAWS (| PEPPER-LAWSON CONSTRUCTION, L.P. | ION, L.P. | ine 3 less Lin | | | | |
| Ame | There | | | | te this manual day of S | eptember | , 2011 | |
| By: X Norumert | | C COD DAVMEN | 09/09/2014 | | Lige | | | |
| In accondance with the C | In accordance with the Contract Documents, based on on-site observations and the | I TON TATIVICE In-site observations and the | | AMOUNI CERTIFIED | differs from the amount applied for.) | | \$ | |
| data comprising the abo best of the Architect's kn | data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge. information and belief the Work has progressed as | rtifies to the Owner that to the if the Work has progressed as | | ARCHITECT: ^{BV:} | | Date: | | |
| indicated, the quality of | indicated, the quality of the Work is in accordance with the Contract Documents, and | the Contract Documents, and | | This Certificate is not negotiable. The A | This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the | o the | | |
| | | CENTIFIED. | | | contractor named netern. Issuance, payment and acceptance of payment are wirnout prejudice to any rights of the Owner or Contractor under this Contract. | Norman Statements and Statements | DEPENDENCE (COD) | 00000 |
| AIA DOCUMENT G70. THE AMERICAN INST | AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION AIA 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006 | FICATE FOR PAYMENT M. 55 NEW YORK AVENUE, N. | AY 1983 EDITION AIA 198 .W., WASHINGTON, D.C. 21 | | | AM x x x x x x x x x x x x x x x x x x x | VINITIA LEE PARKER NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES MARCH 31, 2017 | PARKER JBLIC EXAS DN EXPIRES , 2017 |

CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE 2015 SUMMER PROJECTS

RECOMMENDATION:

That the Board of Trustees approve the design development for the 2015 Summer Projects.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to Dickinson Elementary, Huggins Elementary, Pink Elementary, Seguin Elementary, Williams Elementary, Campbell Elementary, Frost Elementary, Meyer Elementary, Smith Elementary, Navarro Middle, and Wessendorff Middle schools. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to Dickinson Elementary, Huggins Elementary, Pink Elementary, Seguin Elementary, Williams Elementary, Campbell Elementary, Frost Elementary, Meyer Elementary, Smith Elementary, Navarro Middle, and Wessendorff Middle schools. Upon approval of the design development, the construction documents phase will begin.

Submitted by:

J. Kevin McKeever, Administrator for Operations Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER APPROVAL OF CENTERPOINT EASEMENT FOR ARREDONDO ELEMENTARY

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint easement for Arredondo Elementary.

IMPACT/RATIONALE:

CenterPoint Energy is requesting this easement to begin the construction of permanent electrical service to Arredondo Elementary. This easement will allow CenterPoint to cross the 25 foot utility easement located at the end of Lark Road shown as L1 on the attached sketch.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will begin construction of the permanent electrical service to Arredondo Elementary.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

EASEMENT

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

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND}

}

THAT, Lamar Consolidated Independent School District, 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, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications 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", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

Unrestricted Reserve "A" in Block 1 of Lamar CISD Elementary School No. 23, a subdivision out of the Robert E. Handy 1/3 League, Abstract 187, Fort Bend County, according to the map or plat thereof recorded in Plat No. 20140065 of the Plat Records of said county and state.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

1

An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Sketch No. 14-0491 (revised September 25, 2014), attached hereto and made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

Grantor, its successors and 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 or assigns, Grantor, its successors or 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.

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 and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, 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.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

BY: ______ Signature

Name typed or printed

Title

3 H:\SM\JOB FILES\B2014\69293569\69293569C REV. 3\DOCUMENTS\69293569C-1.DOC 09/25/14 mt 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 district.

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

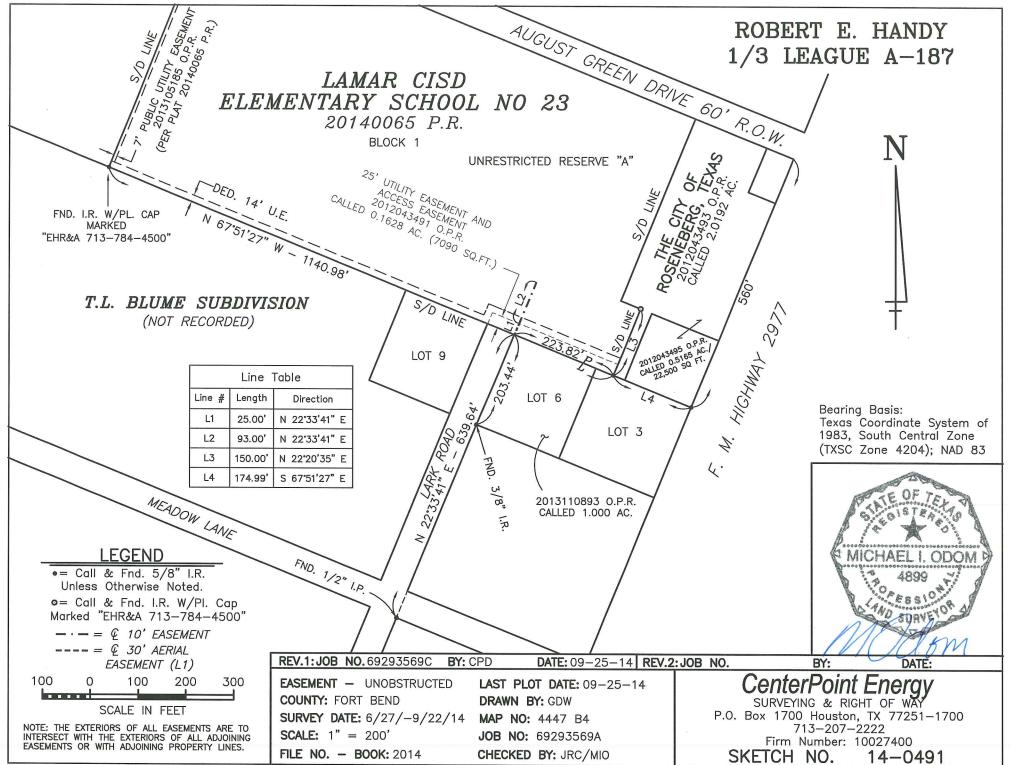
Notary's Signature

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

JOB 69293569C-1 MAP 4447B S/C Fort Bend



CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE TRAYLOR STADIUM RENOVATIONS PHASE 2

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of the Traylor Stadium phase 2 renovations in amount of \$6,010.

IMPACT RATIONALE:

Material testing services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Material testing services will generate reports and verify that materials are installed correctly per specifications. These reports are crucial in the installation and quality of the Traylor Stadium phase 2 renovations.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



October 9, 2014

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

Phone: 281.341.3122 Fax: 281.341.3129

Subject: Proposal for Construction Materials Testing Services Renovations to Guy K. Traylor Stadium (Building 3) 4606 Mustang Ave., Rosenberg, TX 77471 Terracon Proposal No. P92141898

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this cost estimate to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. Based on review of the project documents and standard testing frequencies, Terracon proposes a budget of **\$6,010**.

A cost breakdown of the proposed fee is attached. If you have any questions or require additional information, please contact us at your convenience. We appreciate this opportunity and look forward to working with you soon.

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

MarkOWell

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

Attachment:

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

Alfonzo Hernandez, P.E. Construction Services Manager

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 P [713] 690 8989 F [713] 690 8787 terracon.com

Construction Materials



COST ESTIMATE

FOR CONSTRUCTION MATERIALS TESTING

Renovations to Guy K. Traylor Stadium (Building 3), Rosenberg, Texas 4606 Mustang Avenue

Terracon Proposal No. P92141898

| Service | Quantity | Unit | Unit Rate | Estimate |
|---|----------------|------|-----------|--|
| Earthwork and Backfill Observation and Testing | | | | en e |
| Engineering Technician | 24 | hour | \$40.00 | \$960 |
| Vehicle Charge | 5 | trip | \$60.00 | \$300 |
| Nuclear Density Gauge | 4 | trip | \$50.00 | \$200 |
| Atterberg Limits | 1 | each | \$55.00 | \$55 |
| Moisture Density Relationship (ASTM D698) | 1 | each | \$165.00 | \$165 |
| | | | Sub-total | \$1,680 |
| Reinforcing Cast-in-Place Structural Concrete Obser | vation and Tes | ting | | + 2,000 |
| Engineering Technician | 32 | hour | \$40.00 | \$1,280 |
| Vehicle Charge | 4 | trip | \$60.00 | \$240 |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set | 6 | set | \$60.00 | \$360 |
| | | | Sub-total | \$1,880 |
| Masonry Observations and Testing | | | | 0,000 |
| Engineering Technician | 24 | hour | \$40.00 | \$960 |
| Vehicle Charge | 5 | trip | \$60,00 | \$300 |
| Mortar Test Cubes (6 cubes per set) | 12 | each | \$25.00 | \$300 |
| Grout Test Prisms (4 prisms per set) | 8 | each | \$25.00 | \$200 |
| | | | Sub-total | \$1,760 |
| Structural Steel Observations | | | | \$1,700 |
| Certified Welding Inspector (CWI) | 4 | hour | \$75.00 | \$300 |
| Vehicle Charge | 1 | trip | \$60.00 | \$60 |
| C C | | чъ | Sub-total | \$360 |
| Administration | | | Sub total | \$500 |
| Project Manager | 3 | hour | \$110.00 | \$330 |
| - | - | | | 0000 |

Estimated Project Total for New Buildings \$6,010



Reference Number: P92141898

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Rennovations to Traylor Stadium (Building 3) project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/09/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

Page 1 of 2

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

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce not eliminate project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated. Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a gene
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

| Consultant: | Terracon Consultants, In | с. | | Client: | Lamar Consolidate | d ISD | | | | |
|-------------|---------------------------|-------------|--------------------|----------|-------------------|-------|----------------|--|--|--|
| By: | Vale Nelle | Date: | 10/9/2014 | By: | | | Date: | | | |
| Name/Title: | Mark D Wells / Senior Pro | ject Mat | erials | | | | | | | |
| riane/mie. | Engineer | Name/Title: | Kevin McKeever / | | | | | | | |
| Address: | 11555 Clay Road Suite 10 | 00 | | Address: | 3911 Avenue I | | | | | |
| | Houston, TX 77043 | | | | Rosenberg, TX 774 | 71 | | | | |
| Phone: | (713) 690-8989 Fax: | (713) | 690-8787 | Phone: | (281) 341-3122 | Fax: | (281) 341-3129 | | | |
| Email: | mdwells@terracon.com | Email: | mckeever@lcisd.org | 1 | | | | | | |

Reference Number: P92141898

CONSIDER APPROVAL OF TRAFFIC STUDY FOR THE 2015 RENOVATIONS TO NAVARRO MIDDLE SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. to conduct the traffic engineering study for the 2015 renovations to Navarro Middle School. The total amount is not to succeed \$7,000.

IMPACT RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Referendum Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the 2015 renovations to Navarro Middle School.

Submitted by:

J. Kevin McKeever, Administrator for Operations Ed Bailey, Gilbane

Thomas Randle

Dr. Thomas Randle Superintendent

TRAFFIC ENGINEERS, INC.

801 Congress Suite 325 Houston, TX 77002 INNOVATIVE TRANSPORTATION SOLUTIONS

Voice (713) 270-8145 Fax (281) 809-0807 www.trafficengineers.com

Texas Registration Number F-003158

October 7, 2014

Kevin McKeever Administrator of Operations Lamar Consolidated ISD Rosenberg, Texas 77471

Re: Traffic Operations Study at Navarro Middle School

Dear Mr. McKeever:

This letter constitutes our proposal to conduct a Traffic Operations Study at Navarro Middle School located at the intersection of Avenue N and Greaber Road. The school hours are 8:04 AM - 2:36 PM. The scope of services is provided in the following paragraphs.

Scope of Services

- Task 1: Conduct site visits to observe on-site and off-site traffic operations in the vicinity of the school during arrival and dismissal, including parent vehicle and pedestrian access.
- Task 2: Conduct school peak hour Turning Movement Count (7-9 AM 1:30-3:30 PM) at the intersection of Avenue N at Greaber Road.
- Task 3: Identify on-site and off-site improvements to address the following identified traffic operations issues:
 - On-site stacking for parent vehicles is insufficient
 - Additional ingress or egress driveway is needed to eliminate conflicts between parent vehicles entering and exiting the site
- Task 4: Prepare a letter report documenting existing conditions and identifying recommended on-site and off-site improvements.

Compensation

Based upon the hours estimated to conduct the study, compensation of \$7,000 is proposed on a lump sum basis.

Please contact me at (713) 446-4442 or at <u>susan@trafficengineers.com</u>, if you have any questions regarding this proposal.

Sincerely,

Accepted by:

use H. alleman

Susan Alleman Principal

Signature

Date _____

The Team You Can Depend On

CONSIDER RENEWAL OF TRASH SERVICE – OUTSIDE CITY LIMITS

RECOMMENDATION:

That the Board of Trustees approve the renewal of the contract with Republic Services, Inc. for trash service outside city limits.

IMPACT/RATIONALE:

Competitive Sealed Proposal #36-2012 requested prices for an annual contract for trash pickup for those district locations outside the city limits.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation of each contractor and final decision included a 13-point weighted evaluation system preestablished in the bid, as well as consideration of the overall cost to the district for these services.

PROGRAM DESCRIPTION:

This bid was awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree, and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement commenced on December 1, 2012 and has been renewed once; therefore, this will be the final renewal allowed under this agreement. The vendor has requested a 2% increase in price, and after evaluation by Maintenance and Operations, the increase is deemed reasonable.

Submitted by:

Kevin McKeever, Administrator for Operations Jill Ludwig, Chief Financial Officer

Thomas Randle

Dr. Thomas Randle Superintendent

DISCUSSION AND ACTION ON ALL FUTURE SCHOOL BUS PURCHASES TO INCLUDE AIR CONDITIONING

At the September 18, 2014 Regular Board Meeting a future agenda item was requested for all future bus purchases to include air conditioning. The information presented to the Board on September 18, 2014 was about the cost of adding air-conditioning to the Lamar CISD Transportation Bus Fleet. 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. Total cost to retrofit the buses could be as high as \$2,205,900. 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 is the purchase of 50 new buses. To purchase new buses with air-conditioning the additional cost was approximately \$7,500 per bus.

Resource Person: J. Kevin McKeever, Administrator for Operations

DISCUSSION AND ACTION ON HIGH SCHOOL PRACTICE POOLS

The Board approved the Lamar Natatorium Master Plan Study in November of 2012, which has three-phases.

At the August 5, 2014 Special Board meeting, the Board approved calling a Bond Election totaling \$240.6 million for November 4, 2014. Included in the proposal, the Board added three practice pools estimated to cost \$26.6 million. During the discussion, the Board was presented options and costs for the pools.

The Administration estimated a cost of \$8,830,250 per pool, totaling \$26,490,750. This estimate includes offices, restrooms, changing rooms, storage, and a fully conditioned building. It also represents a 25m X 25yd pool with eight lanes and three shallow lanes for 4th grade swimming.

Once items are approved by the Board to be included in a bond referendum, the public has the opportunity to approve the overall bond program recommendations. Once approved by voters, the District begins working with bond management personnel, architects, and appropriate district personnel to develop the scope of the project, including design specifications, facility and programming needs, etc., in order to bring the project in on time and on budget. District aquatic personnel will continue to be involved in the design phase of the project.

Operational Costs per facility will be approximately \$200,000.00 per year. This includes one swim coach, one custodian, pool maintenance and chemicals.

Resource Persons: Dr. Walter Bevers, Executive Director of Secondary Education Mike Rice, Director of Athletics Kevin McKeever, Administrator for Operations

Practice pool options

The following estimates and options are for the recommended practice pools. Each option provides additional soft costs. This includes reimbursable, geotechnical, surveys, third party reviews, material testing, testing and balancing HVAC, program management, architect fees, furniture, equipment, and technology.

Option #1 - Pool and Filtration only

25 m X 25 yd practice pool with 8 lanes and 3 shallow water lanes for 4th grade swimming.

| 6,450 @ \$1 | 98.00/sq f | t = \$1,277,100.00 |
|----------------------|------------|---------------------|
| Additional Soft Cost | | <u>\$300,119.00</u> |
| | Total | \$1,577,219.00 |
| 2015 bid date | Total | \$1,734,940.00 |

Option #2 - Add a Pool Deck Only

15' wide concrete perimeter deck and finish.

| 2015 bid date | Total | \$116,763.00 |
|---------------------------|-------|--------------------|
| | Total | \$106,148.00 |
| Additional Soft Cost | | <u>\$20,198.00</u> |
| 5,730 sq ft. @ \$15/sq ft | | \$85,950.00 |

Option #3 - Add Site Work, Utilities, Fencing and Security

Includes extension of existing utilities, existing driveway and parking lot adjustments, detention and drainage adjustments. Fencing adjustments, security cameras and intrusion.

| 2015 bid date | \$815,100 |
|-----------------------|------------------|
| Total | \$741,000 |
| Additional Soft Costs | <u>\$141,000</u> |
| Allowance | \$600,000 |

Option #4 - Building Shell and Support Spaces (no Roof)

Includes exterior building shell at outside of deck area for security purposes, no roof and no A/C at the pool area.

Includes the support spaces listed below:

| Coaches'/Staff Offices | | 150 sq ft (2) |
|------------------------------|-------------|---------------------------------|
| Coaches' Dressing | | 150 sq ft |
| Coaches' Storage | | 80 sq ft |
| Girls'/Locker/Shower/Toilets | | 800 sq ft |
| Boys'/Locker/Shower/Toilets | | 650 sq ft |
| Pool Storage | | 300 sq ft |
| Pool Equipment | | 450 sq ft |
| Mechanical/Electrical/ | | |
| Pool Heater/HVAC at | | |
| Support Space Only | | 450 sq ft |
| Entry | Net Total | <u>150 sq ft</u> 3,330 sq ft |
| Design contingency | | <u>999 sq ft</u> |
| | Total Sq Ft | 4,329 sq ft |
| Estimated cost p | oer sq ft | \$390/sq ft |

Estimated Cost Per Sq Ft for building shell and support spaces only. Higher unit cost than typical because of small project size, large proportion of plumbing fixtures per overall project size and appropriate material for corrosion environment.

| Building Support | Total | \$1,688,310.00 | | | | | | |
|----------------------------------|----------------|---------------------|--|--|--|--|--|--|
| Building Shell at pool perimeter | | | | | | | | |
| Structure and foundation | วท | | | | | | | |
| 3,500 sq ft @ \$ | 95.00/sq ft | \$332,500.00 | | | | | | |
| Total Construction | n Cost | \$2,020,810.00 | | | | | | |
| Additional Soft Co | st | <u>\$474,890.00</u> | | | | | | |
| - | Total | \$2,495,700.00 | | | | | | |
| 2015 bid Da | \$2,745,270.00 | | | | | | | |

Option #5 - Add Roof Structure to Option #4 Pool and Deck

Includes adding roof structure to pool area of Option #4 and modifying and building shell of Option #4 to accommodate roof structure. Includes pool area heaters only and no pool A/C.

| 2015 Bid Date | \$2,472,470.00 |
|-------------------------------|----------------------|
| Total | \$2,247,700.00 |
| Additional Soft Cost | <u>\$ 427,700.00</u> |
| Total Construction cost | \$1,820,000.00 |
| 13,000 sq ft @ \$140.00/sq ft | \$1,820,000.00 |

Option #6 Add HVAC System to Option #5 Pool and Deck

Includes adding total HVAC system and lighting to pool and deck area. Assumes HVAC system appropriate for corrosive pool environment.

| 2015 Bid Date | \$971,328.00 |
|---------------------------|---------------------|
| Total | \$883,025.00 |
| Addition Soft Cost | <u>\$168,025.00</u> |
| Total Construction Cost | \$715,000.00 |
| 13,000 sq ft @ \$55/sq ft | |

Practice Pool for 2015 Total Project Cost

| Option #1→ | \$1,734,940 |
|--|-------------|
| Option #1+#2 \rightarrow | \$1,851,703 |
| Option #1 + #2 + #3 \rightarrow | \$2,666,803 |
| Option #1 + #2 + #3 + #4 \rightarrow | \$5,412,074 |
| Option #1 + #2 + #3 + #4 + #5 \rightarrow | \$7,884,544 |
| Option #1 + #2 + #3 + #4 + #5 + #6 \rightarrow | \$8,855,871 |

Operational Costs per facility will be approximately \$200,000.00 per year. This includes one swim coach, one custodian, pool maintenance and chemicals.

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.

Jennifer larussi

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

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR RADIO SYSTEM USE

RECOMMENDATION:

That the Board of Trustees approve the interlocal agreement with Fort Bend County to access the County's Public Safety Radio System.

IMPACT/RATIONALE:

The agreement with Fort Bend County allows Lamar Consolidated Independent School District in conjunction with the Rosenberg Police Department to access the county's trunked 800 Megahertz Public Safety Radio System. This agreement allows access for eleven radios to the Primary Dispatch System. In this case, the Primary Dispatch System is the Rosenberg Police Department. The approximate cost is \$1,254 per year.

PROGRAM DESCRIPTION:

The use of these radios in conjunction with Lamar CISD's own communication system allows almost instant access to the police department, fire department, and emergency assistance (911). This interlocal agreement will allow a continuation of a program that we have had for several years.

Thomas Randle

Dr. Thomas Randle Superintendent

CONSIDER APPROVAL OF PURCHASE OF NETWORK SWITCHES AND UNINTERRUPTIBLE POWER SUPPLY BATTERIES

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches and uninterruptible power supply (UPS) batteries from Micro Integration in the amount of \$114,401.

IMPACT/RATIONALE:

The district has several switches that are old, failing, and out of warranty and need to be replaced. Also, switches that need to be sent for warranty repair require spares to be deployed in the interim. Switches that stop working have a direct impact on the campus. A non-working switch can cause either partial or complete loss of telephone and internet service to a campus.

In addition, the batteries in the UPS wear out and no longer hold a charge and need to be replaced. When the UPS fails, equipment will not remain working during power outages and can be damaged.

PROGRAM DESCRIPTION:

The district has funds in the 2011 bond for network infrastructure upgrades. Pricing is offered through a cooperative bid contract.

Submitted by: David Jacobson, Chief Technology Information Officer

Thomas Randle

Dr. Thomas Randle Superintendent

INFORMATION ITEM: TAX COLLECTION REPORT (AS OF SEPTEMBER 30, 2014)

- Exhibit "A" gives the LCISD collections made during the month of September 30, 2014.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2014 through August 31, 2015.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2014-15 roll as compared to prior years. Through September 30, 2014, LCISD had collected 0.00% of the 2014-15 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2014-2015.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

Lamar Consolidated ISD Tax Collections September 2014

| | | | | | | General Fund | | Debt Service |
|------------|------------------|-----------------|-----------------|------------------|-------------------|------------------------|---------------------|---------------------|
| | Taxes | Penalty & | Collection | Total | General Fund | P & I & | Debt Service | P & I & |
| Year | Paid | Interest | Fees | Payments | Taxes Paid | Collection Fees | Taxes Paid | Collection Fees |
| 13 | \$ 163,484.00 | \$ 28,467.87 | \$ 33,027.03 | \$ 224,978.90 | \$ 122,320.48 | \$ 54,326.89 | \$ 41,163.52 | \$ 7,168.01 |
| 12 | \$ 63,224.22 | \$ 8,754.37 | \$ 7,092.43 | \$ 79,071.02 | \$ 47,305.00 | \$ 13,642.54 | \$ 15,919.22 | \$ 2,204.26 |
| 11 | \$ 56,799.16 | \$ 8,700.29 | \$ 5,410.57 | \$ 70,910.02 | \$ 41,680.52 | \$ 11,795.08 | \$ 15,118.64 | \$ 2,315.78 |
| 10 | \$ 43,231.95 | \$ 6,496.68 | \$ 3,385.28 | \$ 53,113.91 | \$ 32,317.46 | \$ 8,241.77 | \$ 10,914.49 | \$ 1,640.19 |
| 09 | \$ 39,410.74 | \$ 5,296.60 | \$ 2,417.62 | \$ 47,124.96 | \$ 31,047.82 | \$ 6,625.44 | \$ 8,362.92 | \$ 1,088.78 |
| 08 | \$ 6,243.04 | \$ 2,843.16 | \$ 1,286.92 | \$ 10,373.12 | \$ 4,949.90 | \$ 3,554.55 | \$ 1,293.14 | \$ 575.53 |
| 07 | \$ 2,398.79 | \$ 949.39 | \$ 402.77 | \$ 3,750.95 | \$ 1,879.04 | \$ 1,161.49 | \$ 519.75 | \$ 190.67 |
| 06 | \$ 2,334.79 | \$ 2,406.56 | \$ 947.52 | \$ 5,688.87 | \$ 2,007.54 | \$ 3,016.73 | \$ 327.25 | \$ 337.35 |
| 05 | \$ 1,239.13 | \$ 1,416.77 | \$ 520.31 | \$ 3,176.21 | \$ 1,078.39 | \$ 1,753.51 | \$ 160.74 | \$ 183.57 |
| 04 | \$ 1,147.11 | \$ 1,448.03 | \$ 518.22 | \$ 3,113.36 | \$ 994.43 | \$ 1,773.67 | \$ 152.68 | \$ 192.58 |
| 03 | \$ 1,103.74 | \$ 1,532.92 | \$ 395.50 | \$ 3,032.16 | \$ 968.81 | \$ 1,741.49 | \$ 134.93 | \$ 186.93 |
| 02 | \$ 339.60 | \$ 506.00 | \$ 126.84 | \$ 972.44 | \$ 339.60 | \$ 632.84 | \$ - | \$ - |
| 01 | \$ 339.60 | \$ 546.75 | \$ 132.95 | \$ 1,019.30 | \$ 339.60 | \$ 679.70 | \$ - | \$ - |
| 00 | \$ 404.42 | \$ 698.42 | \$ 165.15 | \$ 1,267.99 | \$ 404.22 | \$ 863.57 | \$ 0.20 | \$ - |
| 99 | \$ 109.95 | \$ 186.04 | \$ 39.08 | \$ 335.07 | \$ 105.89 | \$ 219.47 | \$ 4.06 | \$ 5.65 |
| 98 | \$ 396.34 | \$ 782.57 | \$ 176.84 | \$ 1,355.75 | \$ 396.34 | \$ 959.41 | \$ - | \$ - |
| 97 | \$ 336.60 | \$ 703.49 | \$ 156.02 | \$ 1,196.11 | \$ 336.60 | \$ 859.51 | \$ - | \$ - |
| 96 | \$ 383.97 | \$ 837.36 | \$ 179.42 | \$ 1,400.75 | \$ 379.61 | \$ 1,008.17 | \$ 4.36 | \$ 8.61 |
| 95 | \$ 493.15 | \$ 1,153.72 | \$ 247.04 | \$ 1,893.91 | \$ 484.78 | \$ 1,381.00 | \$ 8.37 | \$ 19.76 |
| 94 | \$ 339.76 | \$ 832.48 | \$ 175.84 | \$ 1,348.08 | \$ 339.60 | \$ 1,007.92 | \$ 0.16 | \$ 0.40 |
| 93 | \$ 340.21 | \$ 874.41 | \$ 182.19 | \$ 1,396.81 | \$ 340.05 | \$ 1,056.18 | \$ 0.16 | \$ 0.42 |
| 92 | \$ 383.48 | \$ 1,031.56 | \$ 212.26 | \$ 1,627.30 | \$ 383.48 | \$ 1,243.82 | \$ - | \$ - |
| 91 | \$ 558.26 | \$ 1,568.71 | \$ 319.04 | \$ 2,446.01 | \$ 558.26 | \$ 1,887.75 | \$ | \$ - |
| 90 | \$ 488.23 | \$ 1,430.51 | \$ 287.82 | \$ 2,206.56 | \$ 488.23 | \$ 1,718.33 | \$ - | \$ - |
| 89 & prior | \$ 1,368.23 | \$ 4,277.27 | \$ 834.79 | \$ 6,480.29 | \$ 1,368.23 | \$ 5,112.06 | \$ - | \$ - |
| Totals | \$ 386,898.47 | \$ 83,741.93 | \$ 58,639.45 | \$ 529,279.85 | \$ 292,813.88 | \$ 126,262.89 | \$ 94,084.59 | \$ 16,118.49 |

Lamar Consolidated ISD Tax Collections September 1, 2014-August 31, 2015 (Year-To-Date)

| | Original | | Adjusted | | Taxes | Penalty & | Collection | Total | Total Taxes |
|------------|-----------------|---------------|----------------|----|------------|-----------------|-----------------|------------------|--------------------|
| Year | Tax | Adjustments | Tax | - | Paid | Interest | Fees | Payments | 9/30/2014 |
| 13 | \$ 1,255,694.38 | \$ (1,501.09) | . , , | \$ | 163,484.00 | \$ 28,467.87 | \$ 33,027.03 | \$ 224,978.90 | \$ 1,090,709.29 |
| 12 | \$ 562,734.52 | \$ 13,225.62 | \$ 575,960.14 | \$ | 63,224.22 | \$ 8,754.37 | \$ 7,092.43 | \$ 79,071.02 | \$ 512,735.92 |
| 11 | \$ 421,568.34 | \$ 14,576.95 | \$ 436,145.29 | \$ | 56,799.16 | \$ 8,700.29 | \$ 5,410.57 | \$ 70,910.02 | \$ 379,346.13 |
| 10 | \$ 346,021.54 | \$ 12,703.80 | \$ 358,725.34 | \$ | 43,231.95 | \$ 6,496.68 | \$ 3,385.28 | \$ 53,113.91 | \$ 315,493.39 |
| 09 | \$ 319,942.03 | \$ 9,809.54 | \$ 329,751.57 | \$ | 39,410.74 | \$ 5,296.60 | \$ 2,417.62 | \$ 47,124.96 | \$ 290,340.83 |
| 08 | \$ 229,982.26 | \$ (4,247.62) | \$ 225,734.64 | \$ | 6,243.04 | \$ 2,843.16 | \$ 1,286.92 | \$ 10,373.12 | \$ 219,491.60 |
| 07 | \$ 214,577.50 | \$ (278.08) | \$ 214,299.42 | \$ | 2,398.79 | \$ 949.39 | \$ 402.77 | \$ 3,750.95 | \$ 211,900.63 |
| 06 | \$ 142,253.02 | \$ (298.91) | \$ 141,954.11 | \$ | 2,334.79 | \$ 2,406.56 | \$ 947.52 | \$ 5,688.87 | \$ 139,619.32 |
| 05 | \$ 172,988.77 | \$ (301.97) | \$ 172,686.80 | \$ | 1,239.13 | \$ 1,416.77 | \$ 520.31 | \$ 3,176.21 | \$ 171,447.67 |
| 04 | \$ 77,378.37 | \$ (301.97) | \$ 77,076.40 | \$ | 1,147.11 | \$ 1,448.03 | \$ 518.22 | \$ 3,113.36 | \$ 75,929.29 |
| 03 | \$ 54,572.27 | \$ (109.79) | \$ 54,462.48 | \$ | 1,103.74 | \$ 1,532.92 | \$ 395.50 | \$ 3,032.16 | \$ 53,358.74 |
| 02 | \$ 38,021.35 | \$ (80.85) | \$ 37,940.50 | \$ | 339.60 | \$ 506.00 | \$ 126.84 | \$ 972.44 | \$ 37,600.90 |
| 01 | \$ 35,216.74 | \$ (80.40) | \$ 35,136.34 | \$ | 339.60 | \$ 546.75 | \$ 132.95 | \$ 1,019.30 | \$ 34,796.74 |
| 00 | \$ 29,957.67 | \$ (79.06) | \$ 29,878.61 | \$ | 404.42 | \$ 698.42 | \$ 165.15 | \$ 1,267.99 | \$ 29,474.19 |
| 99 | \$ 33,243.45 | \$ (79.27) | \$ 33,164.18 | \$ | 109.95 | \$ 186.04 | \$ 39.08 | \$ 335.07 | \$ 33,054.23 |
| 98 | \$ 24,584.53 | \$ (78.60) | \$ 24,505.93 | \$ | 396.34 | \$ 782.57 | \$ 176.84 | \$ 1,355.75 | \$ 24,109.59 |
| 97 | \$ 21,326.71 | \$ (78.60) | \$ 21,248.11 | \$ | 336.60 | \$ 703.49 | \$ 156.02 | \$ 1,196.11 | \$ 20,911.51 |
| 96 | \$ 22,076.64 | \$ (59.65) | \$ 22,016.99 | \$ | 383.97 | \$ 837.36 | \$ 179.42 | \$ 1,400.75 | \$ 21,633.02 |
| 95 | \$ 23,131.17 | \$ (59.00) | \$ 23,072.17 | \$ | 493.15 | \$ 1,153.72 | \$ 247.04 | \$ 1,893.91 | \$ 22,579.02 |
| 94 | \$ 10,752.59 | \$ (59.45) | \$ 10,693.14 | \$ | 339.76 | \$ 832.48 | \$ 175.84 | \$ 1,348.08 | \$ 10,353.38 |
| 93 | \$ 9,937.97 | \$ (43.95) | \$ 9,894.02 | \$ | 340.21 | \$ 874.41 | \$ 182.19 | \$ 1,396.81 | \$ 9,553.81 |
| 92 | \$ 6,062.67 | \$ (49.56) | \$ 6,013.11 | \$ | 383.48 | \$ 1,031.56 | \$ 212.26 | \$ 1,627.30 | \$ 5,629.63 |
| 91 & prior | \$ 16,774.19 | \$ - | \$ 16,774.19 | \$ | 2,414.72 | \$ 7,276.49 | \$ 1,441.65 | \$ 11,132.86 | \$ 14,359.47 |
| Totals | \$4,068,798.68 | \$42,528.09 | \$4,111,326.77 | \$ | 386,898.47 | \$83,741.93 | \$58,639.45 | \$529,279.85 | \$3,724,428.30 |

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

| MONTH | 2014-2015 | 2013-2014 | 2012-13 | 2011-12 | 2010-11 | 2009-10 | 2008-09 | 2007-08 | 2006-07 | 2005-06 | 2004-05 |
|-------|-----------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| SEPT | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| ост | | 0.1% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| NOV | | 7.4% | 1.9% | 2.6% | 3.9% | 1.9% | 1.7% | 2.8% | 2.1% | 1.0% | 3.3% |
| DEC | | 45.3% | 33.1% | 30.2% | 33.3% | 25.9% | 35.4% | 31.9% | 29.7% | 32.7% | 16.8% |
| JAN | | 86.2% | 82.9% | 82.3% | 84.1% | 80.7% | 80.4% | 59.6% | 76.4% | 73.6% | 74.9% |
| FEB | | 95.5% | 95.5% | 94.8% | 94.3% | 93.3% | 92.8% | 93.5% | 93.3% | 92.5% | 92.3% |
| MAR | | 97.0% | 96.8% | 96.4% | 96.1% | 95.0% | 94.8% | 95.1% | 94.7% | 94.3% | 93.8% |
| APR | | 97.8% | 97.6% | 97.1% | 96.9% | 96.0% | 95.6% | 95.9% | 95.8% | 95.2% | 94.8% |
| MAY | | 98.2% | 98.1% | 97.9% | 97.6% | 96.5% | 96.4% | 96.7% | 96.5% | 96.1% | 95.5% |
| JUNE | | 98.7% | 98.6% | 98.3% | 98.2% | 97.4% | 97.2% | 97.4% | 97.3% | 96.8% | 96.4% |
| JULY | | 99.0% | 99.0% | 98.7% | 98.6% | 98.0% | 97.9% | 98.0% | 97.8% | 97.4% | 97.1% |
| AUG | | 99.2% | 99.1% | 98.9% | 98.8% | 98.2% | 98.2% | 98.2% | 98.2% | 97.8% | 97.5% |

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2014-15 TAX COLLECTIONS AS OF SEPTEMBER 30, 2014

| TAX YEAR LCISD TAXES | SCHOOL YEAR | BUDGET AMOUNT | COLLECTIONS 9/30/2014 | % OF BUDGET COLLECTED |
|-------------------------|-----------------|------------------|--------------------------|--------------------------|
| | | | | |
| 2014 | 2014-15 | \$157,962,977 | \$0 | 0.00% |
| | | | | |
| 2013 & Prior | 2013-14 & Prior | \$2,150,000 | \$386,898 | 18.00% |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | \$160,112,977 | \$386,898 | 0.24% |

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT TAX COLLECTION REPORT AS OF SEPTEMBER 30, 2014

| SCHOOL YEAR | 1 | 2009-10 | | 2010-11 | | 2011-12 | 1 | 2012-13 | | 2013-14 | 2014-15 |
|--------------------------|----|----------------|-----|---------------|----|---------------|----|----------------|----|----------------|---------|
| TAX YEAR | | 2009 | | 2010 | | 2011 | | 2012 | | 2013 | 2014 |
| COLLECTION YEAR | | | | | | | | | | | |
| 1 Orig. Levy | \$ | 127,458,872 | | 129,215,668 | | 132,226,943 | | 136,145,655 | | 142,546,726 | - |
| 1 Collections | \$ | 128,154,416 | | 132,086,020 | | 136,117,707 | | 140,561,034 | | 148,384,396 | - |
| Adj. To Roll | \$ | 2,995,248 | | 4,579,622 | | 5,417,190 | | 5,652,043 | | 6,928,379 | - |
| 2 Collections | \$ | 1,349,141 | | 1,050,557 | | 915,762 | | 802,766 | | | |
| Adj. To Roll | \$ | (117,676) | | 53,764 | | (64,337) | | 78,838 | | | |
| 3 Collections | \$ | 368,541 | - | 329,317 | | 343,632 | | | - | | |
| Adj. To Roll | \$ | 67,079 | | 13,438 | | 176,652 | | | | | |
| 4 Collections | | 177,479 | | 242,502 | | | | | | | |
| Adj. To Roll | | (27,690) | | 161,395 | | | | | | | |
| 5 Collections | \$ | 213,119 | | | | | | | | | |
| Adj. To Roll | \$ | 177,204 | | | | | | | | | |
| 6 Collections | | | | | | | | | | | |
| Adj. To Roll | | | | | | | | | | | |
| TOTAL: | | | | | | | | | | | |
| COLLECTIONS | \$ | 130,262,696 | · · | 133,708,395 | • | , , | \$ | 1 1 | \$ | 148,384,396 | - |
| ADJUSTED TAX ROLL | \$ | 130,553,037 | \$ | 134,023,887 | \$ | 137,756,447 | \$ | 141,876,536 | \$ | 149,475,105 | \$ - |
| BALANCE TO | 1 | | - | | | | | | | | |
| BE COLLECTED | \$ | 290,341 | \$ | 315,492 | \$ | 379,346 | \$ | 512,737 | \$ | 1,090,709 | \$ - |
| ADJ. TAXABLE | 1 | | | | | | | | | | |
| VALUE | \$ | 10,060,728,032 | \$ | 9,821,837,750 | \$ | 9,910,179,295 | \$ | 10,206,577,927 | \$ | 10,753,217,899 | \$ - |
| TOTAL % COLLECTIONS | | 99.8% | | 99.8% | | 99.7% | | 99.6% | | 99.3% | 0.0% |
| AS OF SEPTEMBER 30, 2014 | | | - | | | | | | - | | |
| TAX RATE | \$ | 1.29765 | | 1.36455 | | 1.39005 | | 1.39005 | | 1.39005 | 1.39005 |

INFORMATION ITEM: ENERGY MANAGEMENT REPORT MAY – AUGUST 2012, 2013, 2014

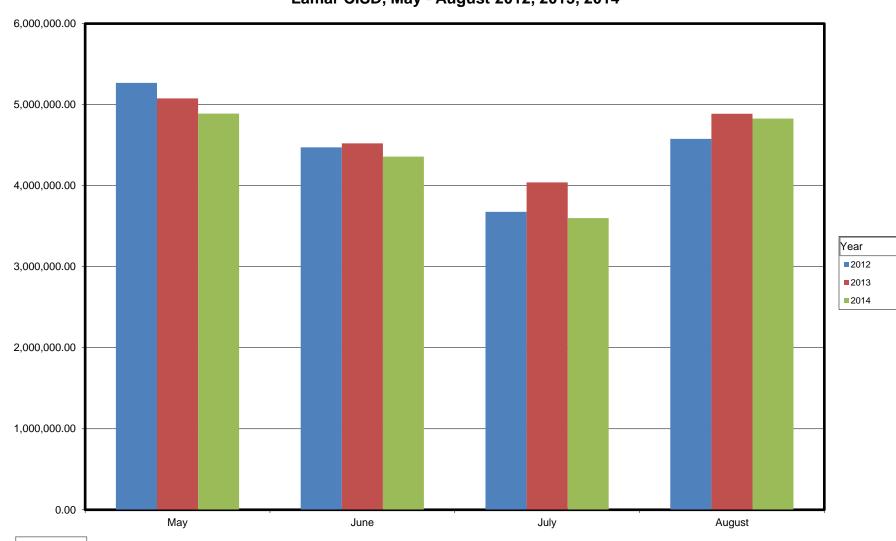
This report reflects an overall decrease of 852,775.9 Kwh for May through August from the previous year, 2013. For the same time period compared to the year 2012 the report reflects a decrease of 322,982.25 Kwh.

Using the baseline approach, the District reflects a decrease of 637,399.25 Kwh for May through August from the previous year, 2013. For the same time period compared to the year 2012, the reports show a decrease of 922,287.5 Kwh. The baseline does not include Adolphus Elementary, Lamar Baseball/Softball Complex, Ryon Middle and the Natatorium #2 presently under construction. It is sub metered off the Lamar High location. These locations have not completed a year of operation to develop their baselines.

The locations with highest decreases in usage from the previous year for the same months are Foster High, Wessendorff Middle, and Jackson Elementary. Lamar Consolidated High had a significant decrease due to the replacement of a cooling tower during the summer months.

We are now using a module in SchoolDude called FS Direct. This program is an electronic building use form. It has replaced the handwritten version we were using. It gives us a calendar of events, shows who is responsible for the event, and what they may need for the event. For energy management, it gives us the ability to track the actual hours of usage after the regular school day and on the weekends. We continue to monitor our temperatures and operation times to insure that we are running when scheduled. We continue to look at ways to become more efficient without affecting the school day.

Resource Person: J. Kevin McKeever, Administrator for Operations



Lamar CISD, May - August 2012, 2013, 2014

Use

100

Month

Lamar CISD SnapShot - Kwh Usage

| Use | Year | | |
|---|-----------------------------|------------------------------|---|
| Month | 2012 | 2013 | 2014 |
| Мау | 5,268,829.00 | 5,076,544.00 | 4,889,101.35 |
| June | 4,473,312.00 | 4,522,554.00 | 4,358,668.25 |
| July | 3,677,029.00 | 4,040,910.75 | 3,599,104.50 |
| August | 4,578,063.00 | 4,887,018.00 | 4,827,376.75 |
| Total Kwh | 17,997,233.00 | 18,527,026.75 | 17,674,250.85 |
| Adolphus Elementary Lamar Baseball/Softball Natatorium Ryon Middle | 3,948.00 6,394.00 | 385,344.00 439,680.00 | 266,112.00 28,800.00 9,071.35 305,664.00 |
| | 10,342.00 | 825,024.00 | 609,647.35 |
| | 17,997,233.00 -10,342.00 | 18,527,026.75 -825,024.00 | 17,674,250.85 -609,647.35 |
| Base Line | 17,986,891.00 | 17,702,002.75 | 17,064,603.50 |

Lamar CISD Electricla Kwh Usage May - August 2012, 2013, 2014

| Total Use | Year | | |
|---------------------------------|---------------|---------------------------------------|---------------|
| Building | 2012 | 2013 | 2014 |
| 1621 Place | 29,785.00 | 26,009.00 | 26,263.00 |
| Alternative Learning Center | 132,864.00 | 127,690.00 | 176,448.00 |
| Austin Elementary | 215,616.00 | 216,960.00 | 215,424.00 |
| Beasley Elementary | 199,872.00 | 195,648.00 | 205,632.00 |
| Bowie Elementary | 268,800.00 | 257,280.00 | 246,912.00 |
| Briscoe Junior High | 1,117,540.00 | 1,052,397.25 | 1,032,116.50 |
| Campbell Elementary | 467,204.00 | 437,972.00 | 429,917.50 |
| Dickinson Elementary | 308,448.00 | 276,192.00 | 285,696.00 |
| Foster High School | 964,754.00 | 948,078.25 | 839,945.75 |
| Frost Elementary | 370,243.00 | 392,418.25 | 398,842.25 |
| Huggins Elementary | 322,316.00 | 323,328.00 | 349,577.00 |
| Jackson Elementary | 347,892.00 | 386,537.00 | 306,879.00 |
| Lamar High School | 2,911,899.00 | 2,992,271.75 | 2,539,247.80 |
| Meyer Elementary | 270,851.00 | 274,521.00 | 275,878.00 |
| Navarro Middle School | 260,160.00 | 292,992.00 | 267,648.00 |
| Pink Elementary | 345,267.00 | 329,897.00 | 309,120.00 |
| Seguin Elementary | 245,921.00 | 265,140.00 | 240,484.00 |
| Smith Elementary | 176,832.00 | 185,472.00 | 186,048.00 |
| Taylor Ray Elementary | 350,784.00 | 334,080.00 | 319,104.00 |
| Terry High School | 1,113,486.00 | 1,114,415.00 | 1,165,637.25 |
| Travis Elementary | 369,024.00 | 401,109.50 | 378,235.25 |
| Williams Elementary | 347,520.00 | 313,728.00 | 311,040.00 |
| Lamar Junior High | 0.00 | 80.00 | 0.00 |
| Natatorium | 93,550.00 | 68,778.00 | 101,787.00 |
| Brazos Crossing | 270,288.00 | 290,112.00 | 298,368.00 |
| Hutchinson Elementary | 375,565.00 | 415,589.25 | 377,976.05 |
| George Ranch High School | 1,830,704.00 | 1,657,936.50 | 1,720,398.00 |
| Hubenak Elementary | 268,032.00 | 290,112.00 | 245,952.00 |
| Thomas Elementary | 296,640.00 | 331,392.00 | 350,784.00 |
| Jane Long Elementary | 552,190.00 | 537,702.00 | 522,760.75 |
| George Junior High | 781,487.00 | 691,009.25 | 807,627.00 |
| Wessendorff Middle School | 318,519.00 | 285,072.75 | 206,013.50 |
| Band Road | 75,211.00 | 84,471.00 | 94,768.00 |
| Terry High School - Field House | 127,104.00 | 130,944.00 | 117,312.00 |
| Velasquez Elementary | 377,448.00 | 375,972.75 | 350,974.50 |
| McNeil Elementary | 407,164.00 | 385,104.50 | 364,712.75 |
| Wertheimer Middle | 289,536.00 | 278,976.00 | 272,832.00 |
| Staff Development Center | 38,880.00 | 41,480.00 | 39,280.00 |
| Reading Junior High | 387,524.00 | 393,389.75 | 382,579.00 |
| Powell Point | 129,955.00 | 98,145.00 | 95,727.00 |
| Satellite Transportation | 230,016.00 | 201,600.00 | 217,728.00 |
| Ryon Middle School | 6,394.00 | 439,680.00 | 305,664.00 |
| Adolphus Elementary | 3,948.00 | 385,344.00 | 266,112.00 |
| Lamar Baseball/Softball | | · · · · · · · · · · · · · · · · · · · | 28,800.00 |
| Total Usage | 17,997,233.00 | 18,527,026.75 | 17,674,250.85 |

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

| 1 Priority Environmental (Lamar HS) | Application # 1 | \$ 3,860.00 |
|---|------------------|------------------|
| 1 Priority Environmental (Lamar JHS) | Application # 1 | \$ 6,260.00 |
| 1 Priority Environmental (Travis Elementary) | Application # 1 | \$ 4,000.00 |
| Bass Construction (Lamar HS Baseball/Softball Complex) | Application # 13 | \$ 257,723.25 |
| Bass Construction (Misc. Renovations 2014) | Application # 5 | \$ 364,724.29 |
| Drymalla Construction (Arredondo Elementary) | Application # 5 | \$ 784,894.75 |
| Engineered Air Balance (Beasley Elementary) | Application # 1 | \$ 1,209.75 |
| Engineered Air Balance (CTE – Foster HS) | Application # 1 | \$ 137.00 |
| Engineered Air Balance (Lamar HS) | Application # 1 | \$ 349.00 |
| Engineered Air Balance (Taylor Ray Elementary) | Application # 1 | \$ 979.00 |
| Gamma Construction (Natatorium #2) | Application # 7 | \$ 475,646.00 |
| Gamma Construction (Natatorium #2) | Application # 8 | \$ 675,279.00 |
| Gamma Construction (Traylor Stadium) | Application # 5 | \$ 250,439.00 |

| Gamma Construction (Traylor Stadium) | Application # 6 | \$ 308,731.00 |
|--|------------------|------------------|
| Gilbane (2011 Bond Program) | Application # 29 | \$ 218,378.00 |
| PBK Architects (Adolphus Elementary) | Application # 23 | \$ 836.54 |
| PBK Architects (Fulshear HS) | Application # 2 | \$ 139,434.64 |
| PBK Architects (Fulshear HS – Reimbursables) | Application # 2 | \$ 31,975.00 |
| PBK Architects (Fulshear HS – Reimbursables) | Application # 3 | \$ 811.97 |
| PBK Architects (Lamar HS Baseball/Softball Complex – Reimb) | Application # 9 | \$ 510.00 |
| PBK Architects (Leaman Junior HS) | Application # 3 | \$ 67,306.52 |
| PBK Architects (Natatorium #2) | Application # 16 | \$ 3,745.44 |
| PBK Architects (Natatorium #2) | Application # 17 | \$ 6,242.40 |
| PBK Architects (Traylor Stadium) | Application # 16 | \$ 1,620.00 |
| Terracon (Arredondo Elementary) | Application # 6 | \$ 2,625.00 |
| Terracon (CTE - Foster HS) | Application # 1 | \$ 1,807.50 |
| Terracon (Fulshear HS) | Application # 1 | \$ 12,745.00 |
| Terracon (Leaman JHS) | Application # 1 | \$ 1,556.80 |

| Terracon (Natatorium #2) | Application # 9 | \$ 385.00 |
|--|-----------------|----------------|
| Terracon (Travis Elementary) | Application # 4 | \$ 1,110.00 |
| Texas Dept of State Health Services (ALC) | Application # 1 | \$ 279.00 |
| Texas Dept of State Health Services (ALC) | Application # 1 | \$ 57.00 |
| VLK Architects (Misc. Renovations 2014) | Application # 5 | \$ 2,996.12 |
| VLK Architects (Misc. Renovations 2014 - Reimbursables) | Application # 2 | \$ 3,547.50 |

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 1,411 requests with 75 new requests
- 57 were closed

Maintenance:

The Maintenance Department assisted by:

- Replacing a disposal in the kitchen at Foster High
- Replacing a disposal in the kitchen at Briscoe Junior High
- Replacing an electrical main breaker to a portable at Hubenak Elementary
- Repairing the lights on the tennis courts at George Ranch High
- Repairing the intercom system at Velasquez Elementary
- Repairing the intercom system at Travis Elementary
- Replacing back-up batteries for the burglar alarm system at Adolphus Elementary
- Replacing a fire alarm system tamper cover at Thomas Elementary
- Replacing broken window glass at George Ranch High
- Disassembling four wall cabinets in the hallway at the Development Center
- Installing a cart tie-down in a box truck at the Maintenance Center
- Pressure washing the walkways in front of the building and in the courtyard at Smith Elementary
- Moving a white board from one classroom to another at Smith Elementary
- Moving a white board from one classroom to another at Briscoe Junior High
- Replacing two toilet seats in a restroom at Briscoe Junior High
- Performing the quarterly inspection on the ice machine in the teachers' lounge at Seguin Early Childhood Center
- Removing a prong from a receptacle in a classroom at George Ranch High
- Glued carpet down in office 106 at Brazos Crossing
- Repainting the yellow stripes on the steps in front of the school at Reading Junior High
- Repairing a keyboard tray at Campbell Elementary
- Re-gluing the wall covering in a classroom at Campbell Elementary
- Replacing ceiling tiles in a classroom at Campbell Elementary
- Repainting the fire lane at Transportation Satellite
- Repainting the door to the staff restroom at 1621 Place
- Pressure washing all restrooms on the home side of Traylor Stadium
- Overseeing the installation of a new play surface at Adolphus Elementary

- Repainting the parking lines and crosswalk in front of the school at Hubenak Elementary
- Installing a new pencil sharpener in a classroom at Hubenak Elementary
- Replacing various ceiling tiles throughout the school at Hubenak Elementary
- Removing the greenhouse in front of the school at Velasquez Elementary
- Hanging pictures in the girls' coaches' office at Terry High
- Replacing two light lenses in a classroom at Smith Elementary
- Caulking around the mop sink in a custodial closet at Ryon Middle
- Cleaning out the gutters at George Ranch High
- Installing a paper towel dispenser in a classroom at Austin Elementary
- Installing flag holders in a portable at Beasley Elementary
- Installing flag holders in a portable at Thomas Elementary
- Re-gluing cove base in a hallway at McNeill Elementary
- Re-gluing vinyl throughout the G-Pod area at McNeill Elementary
- Re-caulking around the urinals in the restrooms at McNeill Elementary
- Repairing a book shelf at Brazos Crossing
- Repainting walls in a hallway upstairs at George Junior High
- Changing burned out bulbs in the cafeteria at Lamar Junior High
- Repaired the tall cabinet in classroom E-102 at Lamar Junior High
- Moving an eye goggle sanitizing cabinet to classroom 306 at Navarro Middle
- Installing chair glides on chairs in a classroom at Adolphus Elementary
- Power washed the left side of building and repainted the door and frames at the Administrative Annex and Brazos Crossing
- Repairing a toilet in a restroom at Beasley Elementary
- Assembling a chair at Beasley Elementary
- Installing weather stripping on exit doors at Smith Elementary
- Replacing a floor outlet in a classroom at Meyer Elementary
- Reinstalling a down spout at Austin Elementary
- Replacing a disposal in the kitchen at Jane Long Elementary
- Replacing a disposal in the kitchen at Campbell Elementary
- Replacing indoor lighting ballasts at McNeill Elementary
- Replacing indoor lighting ballasts at Taylor Ray Elementary
- Reprogramming the bell schedule at Ryon Middle
- Reprogramming the bell schedule at Pink Elementary
- Replacing a lost cabinet lock key at Foster High
- Replacing a smoke detector at the Lamar High baseball fields
- Replacing missing hooks on a backpack rack at Jane Long Elementary
- Cleaning the lint exhaust on the dryer in the life skills area at Reading Junior High
- Re-attaching the wind screen to the fence on the tennis courts at Briscoe Junior High
- Removing four broken computer trays at Seguin Early Childhood Center
- Performing the quarterly ice machine inspections at Wertheimer Middle
- Installing two new signs in the front parking lot at Seguin Early Childhood Center
- Installing a backpack rack in a portable classroom at Travis Elementary

- Re-attaching a dry erase board to the wall in the gym area at Ryon Middle
- Power washing the front entrance area at Jane Long Elementary
- Cleaning down spouts between buildings A and B at Jane Long Elementary
- Replacing the weather stripping on the front entrance doors at Jane Long Elementary
- Repainting the front doors and frames at the main entrance to Jane Long Elementary
- Repairing a stall latch in a restroom at Jackson Elementary
- Repairing the storage cage in a locker room at Foster High
- Performing the quarterly ice machine inspections at Lamar High Fieldhouse
- Replacing the floor tile around the mop sink in the kitchen area at Campbell Elementary
- Repairing two wooden benches on the playground at Austin Elementary
- Replacing three toilet seats in a restroom at Williams Elementary
- Installing a flag holder in a classroom at Beasley Elementary
- Installing a new latch on a restroom stall at Beasley Elementary
- Reinsulating around pipes under a sink at Huggins Elementary
- Hanging a plaque in the girls' locker room area at Terry High
- Repairing a seat in the auditorium at Terry High
- Patching a hole in the wall in a classroom at McNeill Elementary
- Installing a new toilet seat in a restroom at Campbell Elementary
- Replacing a disposal in the kitchen at Austin Elementary
- Adding three new light fixtures in the file room at the Administration Annex
- Repairing classroom lighting at Frost Elementary
- Reprogramming the bell schedule at George Junior High
- Relocating a hydraulic door closer from one side to the other at Brazos Crossing
- Responding to an after-hours call for the fire alarm system at Navarro Middle
- Responding to an after-hours call for the fire alarm system at the Natatorium
- Caulking behind a door in a classroom at George Junior High
- Repainting above the white board in a classroom at George Junior High
- Repairing holes in the wall in a classroom at George Junior High
- Replacing a missing fire sprinkler escutcheon in a classroom at George Junior High
- Repairing a tall shelf in the corner of a classroom at George Junior High
- Tightening the sensor plate in a classroom at George Junior High
- Repairing a keyboard tray in a classroom at Hubenak Elementary
- Assembling a presentation stand in the computer lab at Hubenak Elementary
- Moving shelves from one classroom to another at Hutchison Elementary
- Hanging eight paper towel dispensers and seven soap dispensers at Hutchison Elementary
- Reattaching the tin roof to the canopy by the portables at Hubenak Elementary
- Repainting the blue and gray walls in the main hall at Wessendorff Middle
- Replacing the ballast in two light fixtures in the cafeteria at Ryon Middle
- Replacing damaged ceiling tiles in various classrooms at Ryon Middle
- Replacing a soap dispenser in a restroom at Meyer Elementary

- Installing a paper towel dispenser in a room at Smith Elementary
- Replacing three boards on the bleachers at Terry High
- Repaired potholes in the parking lot at Administrative Annex
- Repainted walls near room 209 at Brazos Crossing
- Performing the quarterly inspections on the ice machines at Seguin Early Childhood Center
- Replacing a disposal in the kitchen at Velazquez Elementary
- Installing additional steam cooking equipment at Briscoe Junior High

Energy Management

Energy assisted by:

- Reviewing monthly utility bills
- Continuing facility walk-throughs to ensure proper facility shut-down after normal operating hours
- Attending a training seminar for LED lighting
- Preparing to run first reports for after-hour usage as a whole and by location
- Conducting mini-trainings with individuals on the program
- Responding to questions related to small appliances
- Continuing to track use/cost of electrical/water/gas bills
- Preparing and making adjustments for the replacement of the condensing unit at Austin Elementary
- Scanning controls of all locations to ensure temperature settings district-wide

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Mowing district-wide
- Painting the field lines on all the competition football fields at George Ranch High, Terry High, and Foster High
- Setting up Traylor Stadium for football games
- Delivering potable water to the school due to a water main break at Thomas Elementary
- Picking up tables at Huggins
- Working overtime on the weekend to catch up on mowing district-wide
- Relocating furniture and materials to other classrooms in preparation for moving portables from Smith Elementary
- Filling up ice chests for several classrooms at Wessendorff Middle
- Restocking copy paper in the workrooms at Wessendorff Middle
- Removing trash from the grounds area at Wessendorff Middle
- Unclogging a toilet in a girls restroom at Wessendorff Middle
- Setting out cones for traffic flow in front of the school at Wessendorff Middle
- Moving 20 desks to a classroom at Pink Elementary
- Lowering several student desks in a classroom at Pink Elementary

- Cleaning up feces in a restroom at Taylor Ray Elementary
- Mopping up a spill in the front office area at Taylor Ray Elementary
- Cleaning up vomit on the carpet in a classroom at Taylor Ray Elementary
- Cleaning the outside trash cans at Taylor Ray Elementary
- Delivering chairs and tables to the music room at Seguin Early Childhood Center
- Moving furniture and supplies around the school at Seguin Early Childhood Center
- Replacing lights in the office area at Jackson Elementary
- Helping in the cafeteria at Jackson Elementary
- Delivering tables to the science rooms at Jackson Elementary
- Getting the cafeteria ready for breakfast and lunch at Briscoe Junior High
- Dumping the outside trash cans at Briscoe Junior High
- Using the scrubber on the cafeteria floor after lunch at Briscoe Junior High
- Unclogging a toilet in a girls restroom at Briscoe Junior High
- Delivering boxes from the book room to the front office area at Briscoe Junior High
- Unclogging a urinal in a restroom at Briscoe Junior High
- Delivering furniture to a classroom at Briscoe Junior High
- Removing gum and scotch tape from the bleachers in the main gym at Briscoe Junior High
- Cleaning up vomit in the nurses' office at Taylor Ray Elementary
- Mopping up urine in a restroom at Taylor Ray Elementary
- Sweeping the front sidewalk at Taylor Ray Elementary
- Emptying the outside trash cans at Taylor Ray Elementary
- Setting up room 215C for a meeting at Brazos Crossing
- Dusting the accounting area at Brazos Crossing
- Replacing lights in an office area at Brazos Crossing
- Moving supplies to the custodial closet down stairs at Brazos Crossing
- Moving several desk and chairs from classrooms at Jackson Elementary
- Dust mopping all hallways at Jackson Elementary
- Cleaning several spots on the carpet in the library at Jackson Elementary
- Lowering a horse shoe table in a classroom at Pink Elementary
- Delivering desks to classrooms at Seguin Early Childhood Center
- Delivering a clock to a classroom at Seguin Early Childhood Center
- Moving boxes to the library at Seguin Early Childhood Center
- Cleaning up the cafeteria after lunch at Jackson Elementary
- Throwing away several boxes in the dumpster at Jackson Elementary
- Moving several desks and chairs to classrooms at Jackson Elementary
- Removing outdated equipment from a storage room and preparing it to be picked up for disposal at Briscoe Junior High
- Using a scrubber in the cafeteria at Briscoe Junior High
- Moving boxes from the office to the music room area at Pink Elementary
- Raising four tables in a classroom at Pink Elementary
- Shampooing carpet in various areas at Brazos Crossing
- Setting up 400 chairs in the gym for an open house at Wessendorff Middle

- Replacing several lights in the office area at Williams Elementary
- Dusting the lights in all the hallways at Williams Elementary
- Vacuuming all entry and exit floor mats at Williams Elementary
- Cleaning several carpet spots in the kindergarten area at Williams Elementary
- Setting up for open house at Briscoe Junior High
- Delivering speakers, tables, and cords to the auditorium at Briscoe Junior High
- Repairing several desks in classrooms at Briscoe Junior High
- Delivering boxes to various rooms at Briscoe Junior High
- Setting up for the volleyball game at Briscoe Junior High
- Setting up tables for the board workshop at Brazos Crossing
- Setting up for the General Staff meeting at Brazos Crossing
- Opening the school for a cheer clinic and volleyball game at Terry High
- Removing broken glass from the portable area at Taylor Ray Elementary
- Cleaning up vomit in a classroom at Taylor Ray Elementary
- Cleaning up urine in a classroom at Taylor Ray Elementary
- Scheduling Gillen's Pest Control services district-wide
- Providing ant control district-wide
- Providing rodent control at Meyer Elementary
- Providing rodent control at Lamar High
- Removing wasps from Bowie Elementary
- Removing wasps from Frost Elementary
- Providing rodent control at George Ranch High
- Providing rodent control at McNeill Elementary
- Providing rodent control at Smith Elementary
- Removing wasps at Beasley Elementary
- Removing wasps at Austin 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



October 2014



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.
- Sections of the bus drive and staff parking areas have been paved.
- Grade beams in Area A and B are complete
- Topping slab has been poured in Areas A and B except at the kitchen area.
- Underslab plumbing rough-in is complete in Area A.
- Topping slab has been poured in Areas C and D.
- Structural steel erection began September 11, 2014 and is proceeding in Areas C, D, and E.
- The structure for the mechanical mezzanines in Areas C, D, and E have been erected; slabs, stairs and pads have been poured
- The next project meeting is scheduled for Wednesday October 15, 2014 with Gilbane, PBK, Drymalla Construction, and the District.

George Ranch High School Build-Out

• Project is complete.



Arredondo ES



Churchill Fulshear



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.
- Grade beams have been poured in area G,H, and J.
- Electrical rough in continues in area K and M.
- Plumbing rough in continues in area N.
- Hydronics piping between the HS and JHS is being installed.
- Compaction of Bois D'Arc Dr. is complete.
- Storm sewer is being installed along Bois D'Arc Dr.
- Sanitary sewer along the bus drive and tying into FM 1093 has been installed.
- The board approved a blanket easement to Center Point for aerial service at the September board meeting.
- Center Point has prepared the Terms & Conditions package for the underground extension of service. The package will be submitted for board approval in October.
- Underground plumbing rough-in is completed in area G and H.
- Phase I of steel shop drawings has been approved. The first steel delivery is expected in November.

<u>Fieldhouse</u>

- Compaction of the building pad is complete.
- Drilled piers have started.

<u>Dean Leaman JHS</u>

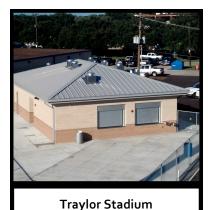
- Drilled piers are complete.
- Plumbing rough-in continues in areas E and F.
- Electrical rough-in continues in areas E and F.

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

- Travis ES
- Project is complete.



Lamar CISD 2011 Bond Program Monthly Report - Executive Summary



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

<u>ALC</u>

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

<u>Austin Elementary</u>

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

Beasley Elementary

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

Foster H.S.

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

<u>Lamar JHS</u>

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

Lamar H.S

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

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.

Miscellaneous Renovations (2015) to Campbell ES, Frost ES, Pink ES, Huggins ES, Meyer ES, Dickinson ES, Williams ES, Navarro MS, Wessendorff MS, and Seguin Early Childhood Center

- VLK architects have developed preliminary scope of work and schematic design.
- A design development presentation will be made to the board in October .



Natatorium

Lamar CISD 2011 Bond Program Monthly Report - Executive Summary



Natatorium

<u>New Natatorium</u>

- Construction is approximately four weeks behind schedule due to delays in receiving bar joist. Material was received on August 25, 2014. The contractor has prepared a recovery schedule, but additional work is needed to get the project back on schedule.
- Air units were placed September 26, 2014.
- Masonry work continues. Walls are being constructed on the south, east and west sides of the building.
- Above slab mechanical, electrical and plumbing rough-in work has started.
- Reinforcing steel for the pool walls has been placed and the walls constructed.
- Surge tank walls and dive tower have been constructed.
- The next project meeting is scheduled for Wednesday, October 8, 2014 with Gilbane, PBK, Gamma Construction, and the District.

Polly Ryon Middle School

• Project is complete.

Satellite Transportation Center Phase II

- LCISD Board of Trustees approved the design development presentation in July.
- Construction drawings are being prepared by the architect.

Traylor Stadium Renovations

- The first phase of the project (Buildings 1 and 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 new Natatorium and relocation of the District laundry facility.
- The next project meeting is scheduled for Wednesday, October 8, 2014 with Gilbane, PBK, Drymalla Construction, and the District.

<u>Track & Turf</u>

Project is complete.



Natatorium



Traylor Stadium Renovations

| EXECUTIVE REPORT | | | | | |
|---------------------|---------------|-------------|-------------|------------|--|
| | BUDGET | COMMITTED | UNCOMMITTED | PAID | |
| NEW FACILITIES | \$193,421,228 | 172,572,501 | 22,539,525 | 47,322,177 | |
| EXISTING FACILITIES | 23,791,754 | 17,585,317 | 6,206,013 | 14,807,555 | |
| 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 | 70,937,999 | |

INFORMATION ITEM: LIVE STREAMING AND RECORDING OF SCHOOL BOARD MEETINGS

The Board requested a future agenda item on live streaming and recording of School Board Meetings. The cost and options are provided for Board review.

Option 1 – Single Camera Recording by Staff Member

Option 1 involves a staff member filming each board meeting using existing in-district video equipment. That recording would then be posted online.

Key Points

- No upfront expense
- Continuous ongoing staff involvement
- Single camera angle
- No live stream, archive and posting online only

Option 2 – Single Camera Streaming and Recording

Option 2 involves mounting a high definition camera to the rear wall of the Board Room and using the district's in-place Vbrick servers to broadcast meetings in real time and host archived Board recordings. This live stream could be accessed by any internetenabled device. The recording would be made available through the district website.

This option would involve a staff member either starting and stopping the recording in real time or scheduling the servers in advance. Additionally, the camera can be programmed with 6 different positions/zoom levels. Meetings could be recorded with a single wide angle view or a staff member could select the most appropriate camera preset view in real time during meetings.

Key Points

- Upfront expense
- Minimal ongoing staff involvement
- Single camera angle
- Live stream, archive and posting online

Cost - \$15,721

- Sony EVI-HD3V Camera \$1,895
- Vbrick h.264 Encoder \$6,853
- Installation/Parts \$6,973

Option 3 – Dual Camera Streaming and Recording

Option 3 is an enhancement of option 2. Utilizing the same technologies, a second camera would be placed on the front wall to record persons presenting to the board. A staff member would need to actively select which camera and preset view is being sent to the live stream/archive.

Key Points

- Greater upfront expense
- Continuous ongoing staff involvement
- Two camera angles
- Live stream, archive and posting online

Cost - \$22,601

- Option 2 base cost \$15,721
- Additional camera \$1,895
- IP based video switcher \$1,175
- Additional installation/parts \$3,810

Resource Persons: David Jacobson, Chief Technology Information Officer Chris Nilsson, Director of Technology Development

INFORMATION ITEM: 2014-2015 ATTENDANCE BOUNDARY COMMITTEES

BACKGROUND INFORMATION:

The Board is asked to review the attached timelines for making attendance boundary decisions for Arredondo Elementary, which will open in Fall 2015 and Fulshear High School/Leaman Junior High, which will both open in Fall 2016.

Also attached is the current Lamar CISD zoning process, adopted by the Board in September 2004.

Resource Person: Mike Rockwood, Executive Director of Community Relations

THE LCISD ZONING PROCESS

FACT: Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

BACKGROUND: In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

REQUESTING AN INTRA-DISTRICT TRANSFER: Assignments of any

neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

ZONING OBJECTIVES/CRITERIA: The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

- 1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
- 2. To reduce overcrowding of campuses.
- 3. To plan for future growth.
- 4. To keep neighborhoods and feeder schools tracking together, as much as possible.
- 5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
- 6. To draw secondary zones which reflect the diversity of the district, as much as possible.
- 7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
- 8. To involve the community in defining the objectives/criteria for rezoning.
- 9. To develop a fair and objective rezoning process.
- 10. To always keep in mind doing what is in the best interest of students.
- 11. To communicate zoning information effectively to all students and families that may be impacted.
- 12. To consider fiscal impact of changes.

ATTENDANCE BOUNDARY COMMITTEE MAKE-UP: Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board's charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|--|---|---|---|--|--|
| Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership. | Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommenda- tions based on options presented by the administration as charged by the Board. | Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback. | Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input. | Conduct additional community forum(s) if needed to present final recommenda- tion and allow for public comments. | Submit final recommend- dation to the Board Zoning Committee for input. | Submit final recommend- dation for Board approval. |

LCISD ZONING PROCESS

Step 1: The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

Step 2: Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

Step 3: The plan(s) will be shown at a Community Forum(s) for parent input.

Step 4: Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

Step 5: Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

Step 6: ABC will submit final recommendation to the Board Zoning Committee for input.

Step 7: Zoning plan(s) submitted for Board approval.

ADDITIONAL INFORMATION: If you would like additional information about zoning in Lamar CISD, please contact Community Relations at 832-223-0330.

2014 - 2015 Attendance Boundary Committee Tentative Time Line Zoning for Arredondo Elementary School

| October 16 | Information item with time line to Board |
|-------------|--|
| November 17 | Request for Attendance Boundary Committee (ABC) applications – red and maroon tracks |
| December 5 | Deadline for principals to submit ABC representatives |
| December 10 | Attendance boundary review for Arredondo Elementary at facilities planning team meeting |
| December 16 | Board Zoning Committee meeting |
| December 18 | Board approval of ABC and charge to ABC |
| January 5 | First ABC meeting – zoning considerations for Fall 2015 – 7 pm Board Room |
| January 12 | Second ABC meeting – zoning considerations for Fall 2015 – 7 pm Board Room |
| January 20 | Third ABC meeting (if needed) – zoning considerations for Fall 2015 – 7 pm Board Room |
| February 2 | Public input at community meeting – TBD – 7 pm |
| February 9 | ABC meeting – zoning recommendation finalized for Fall 2015 recommendation to the Board – 7 pm Board Room |
| February 17 | ABC recommendation to the Board Zoning Committee Additional public input (if needed) |
| February 19 | ABC recommendation to the Board – 7 pm Board Room |
| February 23 | Information sent out to parents of students rezoned (if approved by Board) |
| March 19 | ABC recommendation to the Board/additional public input/Board discussion if not approved at the February meeting – 7 pm Board Room |

2014 - 2015 Attendance Boundary Committee Tentative Time Line Zoning for Fulshear High School

| April 16 | Information item with time line to Board |
|--------------|--|
| April 20 | Request for Attendance Boundary Committee (ABC) applications |
| May 8 | Deadline for principals to submit ABC representatives |
| May 13 | Attendance boundary review for Fulshear HS/Leaman JH at facilities planning team meeting |
| May 19 | Board Zoning Committee meeting |
| May 21 | Board approval of ABC and charge to ABC |
| June 8 | First ABC meeting – zoning considerations for Fall 2016 – 7 pm Board Room |
| June 15 | Second ABC meeting – zoning considerations for Fall 2016 – 7 pm Board Room |
| June 22 | Third ABC meeting – zoning considerations for Fall 2016 – 7 pm Board Room |
| July 6 | Fourth ABC meeting (if needed) – zoning considerations for Fall 2016 – 7 pm Board Room |
| July 13 | Fifth ABC meeting (if needed) – zoning considerations for Fall 2016 – 7 pm Board Room |
| July 27 | Public Hearing for community Input – TBD – 7 pm |
| August 3 | ABC meeting to discuss community input – zoning considerations for Fall 2016 – 7 pm Board Room |
| August 10 | ABC meeting – zoning recommendation finalized for Fall 2016 for recommendation to the Board – 7 pm Board Room |
| August 11 | ABC meeting (if needed) – zoning considerations for Fall 2016 – 7 pm Board Room |
| August 18 | ABC recommendation to the Board Zoning Committee Additional public input (if needed) |
| August 20 | ABC recommendation to the Board – 7 pm Board Room |
| September 17 | ABC recommendation to the Board/additional public input/Board discussion if not approved at the August meeting – 7 pm Board Room |

*Parent notifications sent out with first six-weeks report cards

*UIL snapshot in October for next two years

INFORMATION ITEM: TEXAS SCHOOL SAFETY AUDIT REPORT 2014 UPDATE

As stated in the Texas Education Code §37.108

- (b) At least once every three years, a school district shall conduct a security audit of the district's facilities. To the extent possible, a district shall follow security audit procedures developed by the Texas School Safety Center or a comparable public or private entity.
- (c) A school district shall report the results of the security audit conducted under Subsection (b) to the district's board of trustees and, in the manner required by the Texas School Safety Center, to the Texas School Safety Center.

All Lamar CISD schools participated in the 2014 safety audit updates and 2014 Safe Schools Planning Project. A summary of the report is attached.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.



A PROUD TRADITION | A BRIGHT FUTURE

2014 Safety Audit Report

October 16, 2014

Dr. Kathleen Bowen Trudy Harris

Lamar CISD 3911 Avenue I Rosenberg, TX 77471

Safety Audit Process

Each campus principal, assistant principal and select members of the school's Crisis Team worked together to update Lamar CISD's Safety Audit.

| Safety Audit Lamar CISD Safety Audit Process | 2014 |
|---|------|
| All campus Crisis Teams met to discuss requirements of the Safety Audit | |
| Copies of the Texas School Safety Center Safety Audit templates were provided to each campus principal | |
| Safety Audits were conducted at each campus | |
| Safety Audits were completed and data compiled based on the following categories: Entrance Conference, Assessment of Area/Neighborhood Risk Factors, Documents, Building Access, Grounds and Building Exterior, Building Interior, Science Laboratories and General Security | |
| K12 Insight campus climate survey data (teachers and students) provided feedback on campus safety | |
| Final Report submitted by Lamar CISD via the District Audit Report Tool | |

Recommendations

- 1. It is recommended that each school within the Lamar CISD review the current **Safety Audit** questions and determine if there are questions that do not apply to their campus or if they would like to re-word the questions for the next safety audit.
- 2. Review the **Safety Audit 2014** and discuss hazards and vulnerabilities at each campus and discuss options for developing a mitigation plan.
- 3. Create a Safety Audit committee for the District to review every campus recommendation and plan for the next Safety Audit in three years.

*2014 District Audit Report attached.

2014 District Audit Report District: 79901

| # | Question | Response | | |
|----|---|--|--|--|
| 1a | First name of person reporting | Kathleen | | |
| 1b | Last name of person reporting | Bowen | | |
| 2 | Title of person reporting | Chief Human Resources Officer | | |
| 3 | Contact email for person reporting | kbowen@lcisd.org | | |
| 4 | Contact phone for person reporting (xxx-xxx-xxxx) | (832) 223-0302 | | |
| 5 | District Cumulative Enrollment (enter as whole number, no commas) | 28111 | | |
| 6 | What best describes the geographical area where the majority of the students in your district live | Suburban | | |
| 7 | How many instructional facilities are present in your district? Numbers only please. | 38 | | |
| 8 | How many non-instructional facilities are present in your district? Numbers only please. | 5 | | |
| 9 | Have all instructional facilities in your district completed safety and security audits? Please enter the number completed if not all. | Yes | | |
| 10 | Have all non-instructional facilities in your district completed safety and security audits? Please enter the number completed if not all. | Yes | | |
| 11 | Who conducted your district's safety and security audits? (Check all that apply) | District employees or District audi team | | |
| 12 | Your district's facility safety and security audits were conducted using audit procedures developed by which of the following? (Check all that apply) | Texas School Safety Center | | |
| 13 | Which of the following elements were reviewed during your district's safety and security audits? (Check all that apply) | Interior of Facility, Exterior of Facility, Surrounding community, School Climate, Data, Emergency | | |
| | | Management Plans and Programs | | |

| | | | Management Plans and Programs |
|-----|---|--|---|
| 14a | | ne audit results of your district's facilities been reported to the s Board of Trustees? (Select your answer and enter a date) | No, anticipated date to be reported (mm/yyyy): 10 2014 |
| 15a | - | our district have a functioning School Safety and Security ttee that meets regularly? | Yes |
| 15b | Does the School Safety and Security Committee have a process in place to address safety and security practices and issues for the district? | | Yes |
| 16a | Has the district adopted a Multi-Hazard Emergency Operations Plan? | | Yes |
| 16b | | our district's Multi-Hazard Emergency Operations Plan s the following four phases of emergency management? | 1 |
| | 16b.1 | Mitigation/Prevention | Yes |
| | 16b.2 | Preparedness | Yes |
| | 16b.3 | Response | Yes |
| | 16b.4 | Recovery | Yes |
| 16c | coordin | of the following were involved in the development and ation of the Multi-Hazard Emergency Operations Plan for strict? (Check all that apply) | Independent School District Police Department, Local and/or Regiona Law Enforcement, Fire Department/EMS, Local and/or Regional Public Health Departmen Local Emergency Management |
| 16d | | district's Multi-Hazard Emergency Operations Plan reviewed y and updated as needed? | Yes |
| 16e | Do all of your district's instructional facilities have a specific Emergency Plan that is consistent with the district's plan? | | Yes |
| 16f | Do all of your district's non-instructional facilities have a specific Emergency Plan that is consistent with the district's plan? | | NoThe answer you provided to this item suggests you may not be in compliance with Chapter 37 of the Texas Education Code. |

| | facility? | | |
|-----|-----------|--|---|
| 18a | | our district have instructional facilities located within 1,000 f a railroad track? | Yes |
| 18b | | our district's Multi-Hazard Emergency Operations Plan procedures for responding to a train derailment? | Yes |
| 19 | | ch instructional facility conducted the following drills at least ach year of the audit cycle? | |
| | 19.1 | Evacuation Drills | Yes |
| | 19.2 | Lockdown Drills | Yes |
| | 19.3 | Weather Drills | Yes |
| | 19.4 | Shelter-in-Place Drills | Yes |
| | 19.5 | Reverse Evacuation Drills | Yes |
| 20 | | ch non-instructional facility conducted the following drills at nce each year of the audit cycle? | |
| | 20.1 | Evacuation Drills | NoThe answer you provided to the item suggests you may not be in compliance with Chapter 37 of the Texas Education Code. |
| | 20.2 | Lockdown Drills | NoThe answer you provided to the item suggests you may not be in compliance with Chapter 37 of the Texas Education Code. |
| | 20.3 | Weather Drills | NoThe answer you provided to the item suggests you may not be in compliance with Chapter 37 of the Texas Education Code. |
| | | | Texas Education Code. |
| | 20.4 | Shelter-in-Place Drills | NoThe answer you provided to the item suggests you may not be in compliance with Chapter 37 of the Texas Education Code. |

| | | | item suggests you may not be in compliance with Chapter 37 of the Texas Education Code. | | |
|-----|---|--|--|--|--|
| 21 | | ur district conducted or participated in exercises (other than o prepare staff and students for responding to an ency? | Yes | | |
| 22 | | ch of the following groups has your district provided training bonding to an emergency? | | | |
| | 22.1 | Substitute teachers | Yes | | |
| | 22.2 | Visitors | No | | |
| | 22.3 | Contractors | No | | |
| | 22.4 | Instructional Staff | Yes | | |
| | 22.5 | Support Staff | Yes | | |
| | 22.6 | Volunteers | Yes | | |
| | 22.7 | Parents | Yes | | |
| | 22.8 | Students | Yes | | |
| 23 | Does your district conduct after-action reviews following each: | | | | |
| | 23.1 | Drills/Exercises | Yes | | |
| | 23.2 | Actual emergency | Yes | | |
| 24 | Does your district maintain documentation for emergency management planning activities that are subject to disclosure? | | Yes | | |
| 25a | Which of the following agreements does your district have in place pertaining to school safety and security? (Check all that apply) | | Memoranda of understanding, Mutual aid agreements | | |
| 25b | unders | hom has your district entered into memoranda of tanding, mutual aid agreements, and/or similar agreements? all that apply) | Local and/or Regional Public Health Department, Local Emergency Management, Law Enforcement, Fire Department/EMS, Off-Campus Evacuation Sites/Reunification Sites | | |

| 26a | Has the district identified key personnel that are responsible for specific emergency functions? | Yes |
|-----|--|--|
| 26b | Have key personnel been trained in the National Incident Management System (NIMS) and Incident Command System (ICS)? | Yes |
| 26c | Which of the following trainings have key personnel in your district completed? (Check all that apply) | ICS-100.SCa Introduction to the Incident Command System for Schools, IS-700a NIMS: An Introduction, ICS-200a ICS for Single Resources and Initial Actio Incidents, IS/ -800b National Response Framework, An Introduction, ICS-300 Intermediate ICS for Expanding Incidents, ICS- 400 Advanced Incident Command |
| 27 | Does each instructional facility in your district have visitor policies/procedures that govern access? | Yes |
| 28 | Does each non-instructional facility in your district have visitor policies/procedures that govern access? | Yes |
| 29 | Does your district have a Board of Trustees-approved policy to authorize school personnel to carry a firearm in district facilities? | No |
| 30a | Which of the following type of school safety/security personnel does your district utilize? (Check all that apply) | Local Jurisdiction School Resource Officer, Independent School Distri Police Department, School Districe Employees |
| 30b | Indicate the grade levels to which school safety/security personnel are regularly assigned. (Check all that apply) | Elementary, Middle/Junior, High, Alternative |
| 31 | Does your district have a Mental Health Crisis Response Team? | Yes |
| 32 | Does each campus have a procedure in place for parent-student reunification? | Yes |
| 33 | Does your district have a Continuity of Operations plan or process in place? | Yes |

| 34 | | our district have emergency procedures in place for Board of e meetings? | Yes |
|-----|--|--|-----|
| 35 | | our district have emergency procedures in place for athletic , graduation, and other special events? | Yes |
| 36a | Does y activitie | our district involve students in emergency preparedness | Yes |
| 37 | On a scale of 1 to 5, identify the relevance of each training topic for the TxSSC to support your district's needs, with 1 being the most relevant and 5 being the least relevant. | | |
| | 37.1 | Bullying/Cyberbullying Prevention | 3 |
| | 37.2 | Dating Violence Prevention | 5 |
| | 37.3 | School Violence Prevention | 5 |
| | 37.4 | Suicide Awareness - Recognizing Warning Signs | 3 |
| | 37.5 | Mental Health Awareness - Recognizing Warning Signs | 5 |
| | 37.6 | Current Drug Trends | 5 |
| | 37.7 | Emergency Management Planning | 5 |
| | 37.8 | Emergency Management Training and Exercise | 5 |
| | 37.9 | Digital Safety | 5 |
| | 37.10 | School District Safety and Security Audits | 5 |
| 38 | 8 On a scale of 1 to 5, identify your district's preference in regards to each training delivery method, with 1 being the most preferred and 5 being the least preferred. | | |
| | 38.1 | Full-Day Training at school | 5 |
| | 38.2 | Half-Day Training at school | 4 |
| | 38.3 | Full-Day Training away from school | 5 |
| | 38.4 | Half-Day Training away from school | 5 |
| | 38.5 | Multi-Day Topic Training (e.g., summit, conference | 5 |

| | 38.6 | Educational videos accessible through TxSSC website | 1 |
|-----|-------------------|---|---|
| | 38.7 | Webinar Discussion Forums | 3 |
| 39 | · · | personnel in your district received training in any of the ng response guidelines? (Check all that apply) | None of the above |
| 40 | | district, how are teachers and staff trained to secure ooms during a lockdown? (Check all that apply) | Teachers and staff are trained to lock the door, Teachers and staff are trained to turn off classroom lights, Teachers and staff are trained to barricade the doorway |
| 41 | Does y | our district have a procedure in place to end a lockdown? | Yes |
| 42 | district | best of your knowledge, what percentage (0-100) of your is instructional facilities have classroom doors that can be during a lockdown? | 95% |
| 43a | In your secure | district, how are the locks on your classroom doors generally d? | Door locks are activated by a push button |
| 44 | For the closed | e majority of the classrooms in your district, how are doors ? | All doors open into the classrooms |
| 45 | | opinion, to what extent has school safety and security ed in your district since the last audit cycle (2008-2011)? | Somewhat |

Please complete the following: 1. By checking this box, I attest that to the best of my knowledge, all information in this report is true and correct.

« Previous section Click here to finish