



A PROUD TRADITION | A BRIGHT FUTURE

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LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, May 21, 2015

7:00 PM

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
MAY 21, 2015  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. Valedictorians and Salutatorians
  - B. Gates Millennium Scholar
4. Audience to patrons
5. Approval of minutes
  - A. April 14, 2015 - Regular Board Meeting 6
  - B. May 5, 2015 - Special Board Meeting 16
6. Board members reports
  - A. Meetings and events
7. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
  - C. Introductions
8. **ACTION ITEMS**
  - A. **Goal: Instructional**
    1. Consider approval of out-of-state trip requests, including, but not limited to:
      - a. Foster High School Choir 20
    2. Consider approval of the 2015-2016 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center 21
    3. Consider approval of the 2015-2016 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program 29
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1. Consider approval of network storage and servers	92
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<b>B. Goal: Planning</b>	
1. Tax Collection Report	109
2. Payments for Construction Projects	115
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<b>10. CLOSED SESSION</b>	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	137
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- professional personnel
- b. Employment of professional personnel (Information) 148
- c. Employee resignations and retirements (Information) 159
- d. Consider renewals for late hires 163
- 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 15th day of May 2015 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek  
Secretary to Superintendent

**Regular Meeting**

**Be It Remembered**

<b>The State of Texas</b>	<b>§</b>
<b>County of Fort Bend</b>	<b>§</b>
<b>Lamar Consolidated Independent School District</b>	<b>§</b>

**Notice of Regular Meeting Held**

On this the 14<sup>th</sup> day of April 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

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

**Members Absent:**

Frank Torres	Member
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**Others Present:**

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

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

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

**3. RECOGNITIONS/AWARDS**

None

**4. STUDENT REPORTS**

**a. Girls on the Run**

Dr. Randle introduced the Girls on the Run program at Jane Long Elementary. Kammi Eastwood, Sophia Helbert, and Raina Ellis informed the Board of how Girls on the Run has impacted their lives. They said it taught them to let the star inside them shine brightly, them to be grateful for all things, and has built their self-esteem. The girls challenged the Board to add to their Million Mile Month log; the girls have logged over 50 miles as a group. The girls presented the Board with official Girls on the Run t-shirts.

**5. AUDIENCE TO PATRONS**

Mr. Joseph Greenwell stated that this is the last meeting for some of the Board and he thanked them for the effort they put in as Board members. He stated that the Board has struggled over last year in an attempt to come up with cohesive board procedures that would allow them to function better. He went online to search for the procedures but could not find them. He requested that the board procedures be placed online for all the patrons to see and understand how the Board operates. He believes it is a current board operating procedure for the Board president to receive the board book one week prior to the meeting and that no changes can be made to the board book inside of 72 hours. He wanted to know why the board book was not put on the website until 20 hours before tonight's meeting and felt this was unacceptable. He believes if the board book had been posted earlier last month, many parents would have been interested in the number of textbooks that are coming from Pearson Education. He stated that the retirement of a monumental figure in this District, Toni Schramme took place last week. He is of the opinion she has been the most influential person involved in the swimming program in this District since the first natatorium was built and respectfully requested that the new natatorium should be named in her honor. He said he cannot think of anybody that has done more for this District in athletics and in swimming and reiterated that the District should rename the natatorium after her.

Ms. Patricia Creswell addressed the Board about the judicial system's involvement in truancy matters. She was recently charged with her daughter's truancy and is concerned that sending her children to court is not effectively giving them a chance to be rehabilitated. She said the schools are not taking the time to understand what is going on with her daughters. She stated that something needs to be done at the school level to help the children. She recently became aware of an organization called Texas Apple Seed and that there is a judicial investigation going on in Dallas County regarding the truancy citations being handed out to children. She reported that there are over a hundred thousand children charged with truancy every year, which is a Class C Misdemeanor and is charged in adult court with increasing numbers. She requested that we implement an effective school based program to rehabilitate the children and get them back on track to graduate. She stated that putting children in the court system is putting them on a lifelong mission of being involved in the court systems.

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Ms. Catherine Fisser came to the Board very concerned with what happened at Foster High School last week. She feels there was a knee-jerk reaction with this situation and that when you are dealing with issues of tolerance and special interest groups and minorities you want to do what is best for everyone. She said she thinks it is important to remember that the whole area needs to be considered here, not just the single special interest group. According to her no racism was involved, the situation was about radicalism and how good ideas can become warped. She requested that the Board please consider every bit of this educator's past with Lamar as she recalled that he is a passionate teacher. She has heard that he is no longer with the District, however, she does not know whether that is true or not, but if it is true, she would like this Board to reconsider, finding some place for him within Lamar. She believes he deserves it and that he is a good educator.

Mr. N. Hassan passed and did not wish to speak.

Mr. Austin Falcon addressed the Board about the educator from Foster High School that he believed was disciplined by the School Board concerning the radical Islam packet that the teacher distributed. He stated that he, his two older brothers, and sister-in-law, were taught by this teacher and he felt that in all his years of education he never had a better teacher. He said this man was a mentor to him, taught him, and challenged him to think outside of the box. He said this teacher got him involved in politics, taught him to understand and think for himself. When he heard the accusations against the teacher, he took the initiative to write a petition that almost 1200 people signed and he presented this petition to the Board. He thought that the Board was pressured by the Council of American-Islamic Relations and by the media to make a decision that they were not all willing to make. He was of the opinion that the 1200 people who signed this petition felt similarly. He said that if 1200 people signed this petition against the decision that was made, then maybe not every single Board member agreed with that decision either. He requested that the Board make a public apology to the students and to the educator. He reported that the teacher loved his job and loved teaching and feels this was taken away from him for unjust reasons.

Ms. Taylor Cyrus addressed the Board as a parent of students, both past and present. They stated that they are extremely disappointed with how the situation of the Government teacher at Foster was handled. She said all agree that he is a great educator and more important to them is the information that he imparts to his students is balanced. She relayed that in his email to Matt Patrick the teacher wrote, "I have always challenged kids to be intellectually tolerant, embrace difference, and to realize that emotion often replaces ignorance in a conversation that requires knowledge and understanding about controversial subjects such as race and religion." The parents' concern is about radicalism, terrorism, and how ideas can be warped and used to convince the impressionable mind on both sides of the world to believe that murder, intolerance, and racism are an acceptable and even justified. She stated that these are frightening times where hate and ignorance can easily push knowledge and understanding to the shadows. She further stated that radicalism was the lesson the educator was teaching and the examples he cited are unfortunately very real in today's current events and our children need to be prepared with all the information that is available to learn what they need to be ready to go out into the world today. She said we are talking about 17 and 18 year olds, some who will be joining the military in just 2 short months and just as we teach that slavery was a crime against human beings, so too the evil of radicalism must be exposed, discussed, and understood and only then can paths to resolution be obtained. She reported that LCISD's own mission statement says the following, "To educate all students by ensuring access to superior education, inspired leadership among parents, teachers, administrators, and staff allowing students to achieve their full potential to participate in future social economic and educational opportunities in their community." She referred to Martin Luther King Jr.'s statement that the function of education is to teach one to think intensively and to think

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critically. Intelligence plus character is the true goal of education. She believed the purpose of the handout was for students to do their own research to prove or disprove the information. She stated that the textbook this teacher used was 13 years old and if teachers are required to go through a process to gain approval to discuss current events, by the time the approval is gained, it would no longer be a current event. She reported that the community was outraged at the lack of support shown for this educator and questioned if the administration will not stand up for our teachers, who will? She felt that teachers already receive little support even from parents and that this lack of support is a deterrent in allowing their children to attend LCISD. She reported that many have begun to talk of looking elsewhere for their children to attend school as they need to learn real life lessons. She stated that everyone knows teachers spend more time with our children than we do and that the purpose of an educator is to learn and the lack of support for teachers hinders that. She said that there is nothing more boring than sitting in a classroom reading a textbook and the best education is where thoughts and lessons are free to flow naturally, students ask questions, and teachers provide answers or ways for the students to find those answers. She believes that education is the end game and letting children know the evils of this world and letting other teachers know that it is okay to be a great educator and not just a teacher. She quoted Martin Luther King and said that injustice anywhere is a threat to justice everywhere. She said that the school system has shown us that they do not support educating our children about current events and the dangers of our world and it is now time to take matters into our own hands. She said we should teach children to go above and beyond the textbook even when that is what they are provided with in school and to teach them that political correctness is a thing of the past and they need not worry about stepping on people's feelings if it comes down to a greater good of our country and the Americans that live in it. She urged people to stand up against organizations that teach intolerance of our traditions and our education of our students and noted that they are our students, they are America's students. She closed by saying anybody can get a teaching license and they can sit in a school and teach a class, but the person that goes beyond that, the person who not only teaches but educates that is the person who is going to make a difference in this world, you can read teach out of a book all day, but a true educator opens minds not books. And for her, this teacher was that teacher.

Ms. Rhonda Kuykendall said her daughter was a student in Government class at Foster High School, and is a senior this year. She offered her full support for the educator in question this evening and indicated that she hopes her son will be in his class in 2 years.

Ms. Kayleen Christie Nelson said she is speaking in regards to the action taken against the Government teacher at Foster. She said they are deeply distressed by the handling of this situation and that it was disturbing that a veteran teacher, highly respected by his students would not have more support from the Board at a time like this. She stated that given his rapport with the students, they are confident that he is neither a racist, bias nor a hatemonger and it was equally distressing that the District would coward to organizations that do not represent our District or the values of our country. She felt that an employee was slandered and publically crucified and that the District responded by claiming that he did not follow state and local curriculum plans. She questioned as to when has our education system restricted access to literature, opinions, and varying views on past and current events. She also stated that if that was the District's position, then the children of open-minded truth speaking freedom-loving people have no place in your schools. She said that it is their expectation that their children be exposed to a wealth of ideas, challenged to form their own opinions and taught to think critically, which is exactly what this teacher was gifted at. She further stated that it is shocking that so little value was assigned to that since he was reprimanded and possibly run off. She said that if any of the information this teacher made available was

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erroneous that she would be interested in facts that would set the record straight. She summarized by reporting that these “bullying” organizations were asked to provide the facts and have not been forthcoming but were only interested in riling up the media. She closed with stating that as a community, they will not stand by and tolerate this kind of influence destroying our schools, denying our freedom, and stifling truth.

Mr. Sean Davis, a graduate of Foster High School, also spoke about the Government teacher and said because of the education he received under this man and from these schools, he has the ability to think with an open mind. He said by telling students you are only allowed to listen to this point of view and only this point of view and not allow an educator that you trust and hired to do his job by opening their minds and showing them something that they possibly don't get to see every day, you are reinforcing the fact that opening up your mind and speaking your mind gets you “kicked to the curb”. He said that not supporting this man makes him unsure about keeping his young child in this district. He further stated that he would move his child and tax dollars somewhere else and suggested that some of the 1200 people on the petition, may be considering the same thing. He said that after graduation he attended Stephen F. Austin University and earned a Bachelor's degree in international business and that the courses in college teach the exact same thing that this man handed out. He went on to state that this teacher was the closest to a college professor he had during high school. He also said that a great man said this: there are five pillars of Islam and there are three pillars of America: Freedom of Speech, Freedom of Religion, and Majority Rule, and yet we are catering to a minority group that consist of less than 1% of this school's population, and less than 1% of this school district's population.

### **6. APPROVAL OF MINUTES OF THE MARCH 17, 2015 SPECIAL MEETING (WORKSHOP) AND MARCH 19, 2015 REGULAR BOARD MEETING**

It was moved by Ms. Zacharias and seconded by Ms. Danziger that the Board of Trustees approve the minutes of the March 17, 2015 Special Meeting (Workshop) and March 19, 2015 Regular Board Meeting. The motion carried unanimously.

### **7. BOARD MEMBER REPORTS**

#### **a. Meetings and Events**

Ms. Kaminski reported the Finance Committee met and received a report from Dr. Bowen about adjustments that are being made to the District's health plan. A new program they are implementing is the Diabetes Health Management Plan. The Affordable Care Act will be in effect this year and we do not know its impact. They received a report of the 2015 sales of bonds and will be selling up to \$150m of new money bonds from our recent bond election; and a refunding. This will save money in the future.

Ms. Zacharias reported the Technology Committee met and those items are included on tonight's agenda. There are some evaluations underway to replace the aging vBrick system. The Technology department will save the District \$12,000 annually by upgrading from the current system. The Technology department now has 10,000 students completing online course requests. She attended a legislative session in Austin a few weeks ago which was very beneficial.

Ms. Danziger attended the TASA/TASB Legislative Conference, it was very informative. She attended the State of the School program and very proud of the accomplishments of our District.

**8. SUPERINTENDENT REPORTS**

- a. **Meetings and Events**
- b. **Information for Immediate Attention**
- c. **Introductions**

Dr. Bowen introduced new administrators to the district:  
Rhonda Johnson, assistant principal, Briscoe Junior High  
Richard LaFavers, campus coordinator/head football coach, Lamar Consolidated High

**ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-2; 9. B-1 – 9. B-11; and 9. C-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 new course for the 2015-2016 school year**

approved the new course offering for the 2015-2016 school year, Foundations of Intensive Language Acquisition and Support.

**9. A-2 Approval of Out-of-State Trip Requests, including, but not limited to:**

**a. District Math Finalists**

approved out-of-state travel for the District math finalists to attend the National MathCon Competition at the University of Illinois in Chicago on April 24-25, 2015.

**9. B GOAL: PLANNING**

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

ratified the financial and investment reports as presented.

**9. B-3 Approval of an Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015; approving the preparation of an official statement; and enacting other provisions relating thereto**

approved the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015. (See inserted pages 62-A – 62-JJ.)

**9. B-4 Approval of Resolution Expressing Intent to Finance Expenditures**

approved the Resolution Expressing Intent to Finance Expenditures in an amount not to exceed \$1,000,000. (See inserted page 62-KK.)

**9. B-5 Approval of Instructional Materials Allotment and TEKS Certification**

approved the Instructional Materials Allotment and TEKS Certification for the 2015-2016 school year.

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

- a. Adolphus Elementary School**
- b. Foster High School**
- c. Frost Elementary School**
- d. Taylor Ray Elementary School**

approved donations to the District.

**9. B-7 Approval of Resolutions proclaiming**

**a. Public School Paraprofessionals' Day**

approved the attached resolution proclaiming May13, 2015 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District. (See inserted page 63-A.)

**b. School Nurses' Week**

approved the attached resolution proclaiming May 4 - 8, 2015 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 63-B.)

**c. Teacher Appreciation Week**

approved the attached resolution proclaiming May 4 - 8, 2015 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 63-C.)

**9. B-8 Approval of Board Policy - Second Reading**

- a. DEA (LOCAL) Compensation and Benefits: Wage and Hour Laws**
- b. DIA (LOCAL) Employee Welfare: Freedom from Discrimination, Harassment, and Retaliation**
- c. EIC (LOCAL) Academic Achievement: Class Ranking**
- d. FB (LOCAL) Equal Educational Opportunity**
- e. FFH (LOCAL) Student Welfare: Freedom from Discrimination, Harassment, and Retaliation**
- f. GKA (LOCAL) Community Relations: Conduct on School Premises**
- g. Localized Policy Manual Update 100**
- h. Localized Policy Manual Update 101**

approved second reading of the following policies: DEA(LOCAL) Compensation and Benefits: Wage and Hour Laws; DIA(LOCAL) Employee Welfare: Freedom from Discrimination, Harassment, and Retaliation; EIC(LOCAL) Academic Achievement: Class Ranking; FB(LOCAL) Equal Educational Opportunity; FFH(LOCAL) Student Welfare: Freedom from Discrimination, Harassment, and Retaliation; GKA(LOCAL) Community Relations: Conduct on School Premises; Localized Policy Manual



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Update 100; and Localized Policy Manual Update 101. (See inserted pages 64-A – 64-RR.)

**9. B-9 Approval of Interdistrict Student Transfers for the 2015 - 2016 school year**

approved the listed interdistrict student transfer requests for the 2015 – 2016 school year.

**9. B-10 Approval of asbestos monitoring services for the Seguin Early Childhood Center renovation project**

approved Environmental Solutions, Inc. (ESI) to provide asbestos monitoring services for the Seguin Early Childhood Center asbestos abatement project in the amount of \$7,320.

**9. B-11 Approval of asbestos monitoring services for the Meyer Elementary renovation project**

approved Environmental Solutions, Inc. (ESI) to provide asbestos monitoring services for the Meyer Elementary asbestos abatement project in the amount of \$3,020.

**9. C GOAL: TECHNOLOGY**

**9. C-1 Approval of network equipment and installation services**

approved the purchase of Uninterruptable Power Supplies (UPS) and installation service in the amount of \$152,905.63 from Micro Integration.

**9. B GOAL: PLANNING**

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

approved budget amendment requests as attached. (See inserted page 64-SS.)

**10. INFORMATION ITEMS**

**10. A GOAL: INSTRUCTIONAL**

**10. A-1 2014-2015 Summer School**

**10. B GOAL: PLANNING**

**10. B-1 Tax Collection Report**

**10. B-2 Payments for Construction Projects**

**10. B-3 Region 4 Maintenance and Operations Update**

**10. B-4 Bond Update**

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- 10. B-5**      **Traffic Study for Lamar Consolidated High, Lamar Junior High, and Wessendorff Middle schools**
- 10. B-6**      **Medical/Rx Plan Structural Changes**
- 10. B-7**      **2014-2015 Attendance Boundary Committee**
- 10. B-8**      **Memorandum of Understanding with the Republic of China (Taiwan) – Pingtung County**
- 10. B-9**      **Memorandum of Understanding with Foshan City – Chancheng District**

**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 (Information)
  - d. Reassignment of professional personnel (Information)
  - e. Consider renewal of contract for professional teachers/support personnel
  - f. Consider renewals for late hires
  - g. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:53 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:51 p.m.

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

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

**Employed**

Cruce, Bryan	TBD	Transportation Site Manager	Transportation
Dickerson, Ava	TBD	Assistant Principal	McNeill
Falcon, Raymond	April 17, 2015	Assistant Purchasing/Materials Manager	Purchasing

**11. A-1(e) Consider Renewal of Contract for Professional Teachers/Support Personnel**

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the renewal of contract for professional teachers/support personnel as presented. The motion carried unanimously. (See inserted pages 66-A – 66-JJJJ.)

**11. A-1(f) Consider Renewals for Late Hires**

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve renewals for late hires. The motion carried unanimously. (See inserted page 66-KKKK.)

**FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

The meeting adjourned at 8:53 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Julie Thompson**  
President of the Board of Trustees

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**Kay Danziger**  
Secretary of the Board of Trustees

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 5<sup>th</sup> day of May 2015, 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	President
Rhonda Zacharias	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Dar Hakimzadeh	Member
Frank Torres	Member

**Members Absent:**

Kathryn Kaminski	Member
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**Others Present:**

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

**BUSINESS TRANSACTED**

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

**AUDIENCE TO PATRONS**

Mr. Joseph Greenwell feels the meeting should be adjourned immediately based on the rules that have been broken and the possibility of breaking some of the legal codes for holding meetings. He referred to BE(LCOAL) and the specificity of agenda and notice. He stated that on the agenda posted, the District failed to include public participation, so anybody who saw the agenda was unaware of the fact that they could address the Board. He also indicated that the agenda only listed the approval of the matrix for the CMA, not approval of the results. The agenda did not tell the public that you want to allow the Superintendent to go out and negotiate contracts and it did not even specify who the Superintendent should go and negotiate contracts with. He stated that for several months, there has been a move within this District to arbitrarily get Gilbane approved as the CMA and feels this special meeting was called for that reason. He wanted to know why the Board was undercutting the new board. He said there will be a brand new Board of Trustees seated in two weeks, and feels the District is insulting them, and doing a disservice to the patrons. He reiterated that the Board should adjourn the meeting immediately. He also referred to BED(LOCAL), and stated that public comment should be on the agenda and it was not, which are requirements to have a meeting. He said “just sticking out a pile of orange of cards” and saying we fulfilled the requirement is not enough. He commented on the matrix and how it allows for 100 points, and all of the vendors the District is looking at for the CMA scored between 52 and 50.75. On a 100 point scale, that is 1.25%, so essentially it’s a wash, they are all the same. He said either one of two things happened, either your matrix is incredibly flawed or your CMA candidates are incapable of doing the job. He thinks the matrix was designed in such a way to produce the results the administration wanted and that the incoming board should make these decisions. He again suggested to adjourn the meeting.

**ACTION ITEMS**

Mr. Hakimzadeh called a point of order and asked to address the point Mr. Greenwell brought up and the legality of having the meeting.

Ms. Thompson reminded Mr. Hakimzadeh that we do not generally respond to the audience to patrons.

Mr. Hakimzadeh called a point of order that we are missing items on the agenda, he wanted to discuss the legality of continuing the meeting.

Ms. Morris informed the Board that any discussion the Board wished to have with her, the attorney, would need to occur in Closed Session.

Mr. Hakimzadeh requested they adjourn to Closed Session, stating there were numerous other errors on the agenda.

**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 (Information)

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

The Board adjourned to Closed Session at 6:38 p.m. for the purposes listed above.

### **RECONVENE IN OPEN SESSION**

The Board reconvened in Open Session at 6:51 p.m.

Ms. Thompson noted that a quorum was still present, all members were still present with the exception of Mr. Hakimzadeh, who left the meeting during Closed Session.

Ms. Thompson stated they adjourned to Closed Session to consult with their attorney regarding the legality of continuing with the meeting, in light of the fact that it was inadvertently left off the agenda for the audience to patrons and our attorney will explain and clarify the legal opinion.

Ms. Morris informed the Board that the policy requires that at regular and special board meetings the Board shall allot times to hear persons and the Board has complied with that as time was allotted for public comment. The notice of a matter on a board agenda under the Open Meetings Act is required if the Board is going to deliberate and take action on a matter of business. Since public comment is a listening event only and the Board does not deliberate about the public comment, nor does it take any action in connection with public comment, it is not a posting that is required under the Open Meetings Act. It would not be a violation to proceed without a posting provided you do comply with the requirement to allow time for the public comment.

It was noted that the Board had done so.

### **9. A GOAL: PLANNING**

#### **9. A-1 Approval of ranking of Construction Manager-Agent (CMA)**

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the ranking of Construction Manager-Agent (CMA) firms and authorize the Superintendent to begin contract negotiations for construction manager agent services for the 2014 bond program.

Ms. Leach provided information about the process and procedures that were followed to ensure a fair process.

Ms. Thompson requested that the attorney discuss the process that is required and ensure the process was followed.

Ms. Morris stated that program manager services are considered a form of construction manager agent and a delivery method under the procurement rules for construction related services and although it is not a professional service like architecture and engineering, you have to use the same selection criteria as when you are selecting an architect or engineer. The difference being it has to be an advertised RFQ process. The selection of architect and engineering rules that apply

to program management selection require that the decision be made on the basis of demonstrated competence and qualifications. You first have to evaluate the qualifications of the offers on these qualitative factors only. It is at your discretion how you want to weight that, whether you want to have an objective scale, like you had here, whether it is a subjective process. The law does not give that type of specificity other than the selection decision that you all make tonight is based only on qualifications and competence. The next step under the statute, once the Board approves the ranking, then it requires that the District negotiate price, a fair and reasonable contract price, with only the top ranked firm. Once that contract is negotiated, then the Board will approve the final negotiated contract. Tonight is just the first step and that is the selection by approving the ranks of the most highly qualified firm.

Ms. Zacharias stated that when she received her packet she had questions, specifically about the costs and how do you rank them if you have a baseline of costs. She was informed that is not following the letter of the law, in fact it is illegal to even discuss the price at this point. This is specifically about qualifications only.

The motion carried unanimously.

**ADJOURNMENT**

The meeting adjourned at 7:05 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 REQUEST**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for the Foster High School Choir to travel to New York City, New York on March 12-16, 2016.

**IMPACT/RATIONALE:**

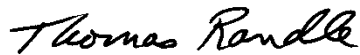
The Foster High School Choir requests permission to travel to New York City, New York on March 12-16, 2016 by airplane. The estimated cost per individual will be \$2,000 which includes the cost of airfare, meals, lodging, ground transportation, and entertainment. Total cost of the trip is estimated to be \$100,000. Fifty students are expected to participate, as well as two staff members, and four chaperones. The expenses for the trip will be paid by fund-raising activities by the Foster High School Choir Booster Club and choir parents.

**PROGRAM DESCRIPTION:**

The Foster High School Choir has previously traveled to New York City in 2012. The Foster Choir will perform in a combined concert with a local high school and will also participate in a Broadway workshop, attend a Broadway show, and participate in a sightseeing tour of Ellis Island, the Empire State Building, Statue of Liberty, as well as the 9/11 Memorial and Museum. A bus tour of Manhattan is also included for the students on this trip.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF THE 2015-2016 AGREEMENT FOR EDUCATIONAL  
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2015-2016 school year.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 400 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that commit a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 14-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. The recommended agreement for the 2015-2016 school year is the same as the current one and is attached for Board review.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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

**AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION**

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

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

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

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

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

**SECTION I**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.01 The term of this Agreement shall commence in August 2015, and end in June 2016, unless sooner terminated as provided in this Agreement.

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

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

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

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

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

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

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

D. Educational Diagnosticians

E. (Instructional Specialists) Program Supervisors

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

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

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

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

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

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

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

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

## **SECTION V**

### **RESPONSIBILITIES OF THE BOARD**

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

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

A. Student's Probation Officer

B. Detention Superintendent

C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its juvenile probation officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal

laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION VII** **ASSIGNMENTS**

7.01 This Agreement is not assignable by any party.

**SECTION VIII**

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

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

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

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

**SECTION IX**  
**SEVERABILITY**

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

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

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

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

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this

Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

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

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

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

**SECTION XIII**  
**NOTICE**

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

R. H. "Sandy" Bielstein  
Chairman of the Juvenile Board  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

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

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

**FORT BEND COUNTY  
JUVENILE PROBATION BOARD**

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

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

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

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

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



**CONSIDER APPROVAL OF THE 2015-2016 MEMORANDUM OF UNDERSTANDING  
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A  
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2015-2016 school year.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

The Fort Bend County provides for the cost of the facility, drill instruction, an on-site constable, and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. Sixty two (62) students were served during the 2014-2015 school year.

The agreement is attached for Board review.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

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

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

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

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

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

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

**SECTION I**  
**DEFINITIONS**

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

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

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

**SECTION II**  
**PURPOSE**

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

**SECTION III**  
**TERM**

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

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

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

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

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

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

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

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

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

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

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2015 to reserve a seat for the 2015-2016 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.
- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

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

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

**SECTION VIII  
ASSIGNMENTS**

8.01 This Agreement is not assignable by any party.

**SECTION IX  
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

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

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

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

**SECTION X  
SEVERABILITY**

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

**SECTION XI  
SERVICES NOT PROVIDED FOR**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Judge R. H. "Sandy" Bielstein  
Chairman of the Juvenile Board  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent  
Lamar CISD  
3911 Avenue I  
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Mr. Curtis Rhodes  
Superintendent  
P.O. Box 412  
Needville, TX 77461

Notice to KISD shall be delivered to: Mr. Alton Frailey  
Superintendent  
6301 South Stadium Lane  
Katy, TX 77494

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

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

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

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

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

Judge R. H. "Sandy" Bielstein, Chairman

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

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

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

Dr. Thomas Randle, Superintendent

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

APPROVED AS TO FORM AND SUBSTANCE:

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

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

Curtis Rhodes, Superintendent

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

**KATY INDEPENDENT SCHOOL DISTRICT**

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

Alton Frailey, Superintendent

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

**DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD MEETINGS AND WORKSHOPS FOR THE 2015 - 2016 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2015-2016 school year.

**June**

16 Board Workshop  
18 Regular Board Meeting

**December**

15 Board Workshop  
17 Regular Board Meeting

**July**

14 Board Workshop  
16 Regular Board Meeting

**January**

19 Board Workshop  
21 Regular Board Meeting

**August**

18 Board Workshop  
20 Regular Board Meeting

**February**

16 Board Workshop  
18 Regular Board Meeting

**September**

15 Board Workshop  
17 Regular Board Meeting

**March**

22 Board Workshop  
24 Regular Board Meeting

**October**

13 Board Workshop  
15 Regular Board Meeting

**April**

19 Board Workshop  
21 Regular Board Meeting

**November**

17 Board Workshop  
19 Regular Board Meeting

**May**

17 Board Workshop  
19 Regular Board Meeting

The following conferences are scheduled for 2015-2016:

- TASB Summer Leadership Institute - June 11-13, 2015 - San Antonio
- TASA/TASB Convention – October 2-4, 2015 - Austin
- TASA Midwinter Conference – January 24 – 27, 2016 – Austin
- TASB Winter Governance & Legal Seminar – February 25 - 27, 2016 – Corpus Christi
- National School Boards Association Conference – April 9 – 11, 2016 – Boston, MA

**IMPACT/RATIONALE:**

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

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

**RECOMMEDATION:**

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

**IMPACT/RATIONALE:**

From July 3, 2015 to August 31, 2015, active member school boards may endorse a nominated individual from their TASB Region.

**PROGRAM DESCRIPTION:**

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as-needed basis, normally in conjunction with a Board meeting.

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

**RECOMMENDATION:**

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

**PROGRAM DESCRIPTION:**

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

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

- Ratification of April 2015 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:

*Thomas Randle*  
Dr. Thomas Randle  
Superintendent

## SCHEDULE OF APRIL 2015 DISBURSEMENTS

**IMPACT/RATIONALE:**

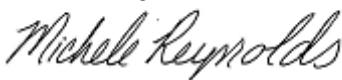
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of April total \$25,199,170 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	12,937,936
614	Employee Benefits	651,303
621	Professional Services	600
623	Education Services Center	39,839
624	Contracted Maintenance and Repair Services	221,165
625	Utilities	151,888
626	Rentals and Operating Leases	87,530
629	Miscellaneous Contracted Services	629,598
631	Supplies and Materials for Maintenance and Operations	245,413
632	Textbooks and Other Reading Materials	78,041
633	Testing Materials	68,446
634	Food Service	611,575
639	General Supplies and Materials	770,978
641	Travel and Subsistence -- Employee and Student	105,941
643	Election Expense	12,740
649	Miscellaneous Operating Costs/Fees and Dues	445,855
659	Other Debt Services Fees	1,000
661	Land Purchase and/or Improvements	13,517
662	Building Purchase, Construction, and/or Improvements	7,978,694
663	Furniture & Equipment - \$5,000 or more per unit cost	90,961
129	Misc. Receivable/Alternative Certification Fees	6,600
131	Inventory Purchases	46,567
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,983
	<b>Total</b>	<b>25,199,170</b>

**PROGRAM DESCRIPTION:**

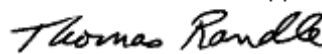
The report above represents all expenditures made during the month of April 2015. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED I.S.D.  
GENERAL FUND  
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF APRIL 30, 2015**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	122,758,222.00	121,643,696.00	(1,114,526.00)	99.1%
5800-STATE PROGRAM REVENUES	91,271,861.00	60,237,067.00	(31,034,794.00)	66.0%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,532,309.00	(212,691.00)	87.8%
7900- OTHER RESOURCES	-	990,926.00	990,926.00	0%
<b>TOTAL- REVENUES</b>	<b>215,775,083.00</b>	<b>184,403,998.00</b>	<b>(31,371,085.00)</b>	<b>85.5%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	179,448,350.00	111,666,170.00	67,782,180.00	62.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,851,269.00	7,313,990.00	7,537,279.00	49.2%
6300-SUPPLIES AND MATERIALS	10,514,910.00	5,645,206.00	4,869,704.00	53.7%
6400-OTHER OPERATING EXPENDITURES	8,737,465.00	4,533,243.00	4,204,222.00	51.9%
6600-CAPITAL OUTLAY	2,491,142.00	435,742.00	2,055,400.00	0.0%
<b>TOTAL-EXPENDITURES</b>	<b>216,043,136.00</b>	<b>129,594,351.00</b>	<b>86,448,785.00</b>	<b>60.0%</b>



**Lamar CISD  
Local Investment Pools  
as of April 30, 2015**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	3,628,333.14	0.00	0.00	156.25	3,628,489.39
General Account	100,776,834.79	303,000.00	14,547,847.08	4,104.18	86,536,091.89
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,066,124.70	889,513.75	950,000.00	75.50	1,005,713.95
Debt Service Series 2004	6,915.49	0.00	0.00	0.30	6,915.79
Workmen's Comp	605,409.56	33,333.33	30,000.00	26.44	608,769.33
Property Tax	25,091,287.01	3,087,698.27	0.00	1,165.22	28,180,150.50
Vending Contract Sponsor	475,267.16	0.00	0.00	20.47	475,287.63
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	71.31	0.00	0.00	0.00	71.31
Debt Service Series 2007	696,863.99	0.00	0.00	30.02	696,894.01
Capital Projects Series 2005	609,899.92	0.00	0.00	26.29	609,926.21
Student Activity Funds	48,858.26	0.00	3,000.00	1.99	45,860.25
Taylor Ray Donation Account	7,605.53	0.00	0.00	0.30	7,605.83
Capital Projects Series 2007	209,068.76	0.00	0.00	9.00	209,077.76
Common Threads Donation	53,221.59	0.00	0.00	2.32	53,223.91
Debt Service Series 2008	729,460.33	0.00	0.00	31.41	729,491.74
Capital Projects 2012A	13,021,334.72	0.00	1,638,172.30	538.52	11,383,700.94
Debt Service 2012A	245,026.58	0.00	0.00	10.57	245,037.15
Debt Service 2012B	483,021.69	0.00	0.00	20.78	483,042.47
Capital Projects 2014A	26,350,931.49	0.00	5,885,495.55	1,019.21	20,466,455.15
Capital Projects 2014B	7,576,625.07	0.00	1,960,182.25	288.43	5,616,731.25
Debt Service 2014A	2,565,012.17	0.00	0.00	110.50	2,565,122.67
Debt Service 2014B	1,793,497.51	0.00	0.00	77.24	1,793,574.75
Debt Service 2013	265,743.94	0.00	0.00	11.42	265,755.36
Debt Service 2013A	265,755.80	0.00	0.00	11.42	265,767.22
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,019.81	0.00	0.00	0.27	5,020.08
Workers' Comp	720,699.66	0.00	0.00	38.78	720,738.44
Property Tax Fund	32,152.59	0.00	0.00	1.73	32,154.32
General Fund	2,587,313.13	0.00	0.00	139.22	2,587,452.35
Food Service Fund	90,470.86	0.00	0.00	4.87	90,475.73
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.48	0.00	0.00	0.04	700.52
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.98	0.00	0.00	0.02	384.00
Capital Projects 2008	36,833.61	0.00	0.00	1.98	36,835.59
Capital Projects 2012A	699,539.50	0.00	0.00	37.64	699,577.14
Capital Projects 2014A	18,008,104.48	0.00	0.00	969.01	18,009,073.49
Capital Projects 2014B	9,836,269.76	0.00	0.00	529.29	9,836,799.05
<b>MBIA Texas CLASS Fund</b>					
General Account	15,347,785.82	0.00	0.00	1,713.12	15,349,498.94
Capital Project Series 1998	905.09	0.00	0.00	0.04	905.13
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,048,468.64	0.00	0.00	1,233.26	11,049,701.90
<b>TEXSTAR</b>					
Capital Projects Series 2007	742.61	0.00	0.00	0.01	742.62
Debt Service Series 2008	663,207.45	0.00	0.00	38.22	663,245.67
Capital Projects Series 2008	1,992,818.20	0.00	352,745.00	112.91	1,640,186.11
Debt Service Series 2012A	1,385,692.11	0.00	0.00	79.83	1,385,771.94
Debt Service Series 2012B	4,773.20	0.00	0.00	0.29	4,773.49
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,508.71	0.00	0.00	0.29	4,509.00
Capital Projects 2014A	139.53	0.00	0.00	0.00	139.53
Capital Projects 2014B	5,846,810.33	0.00	0.00	336.92	5,847,147.25
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,004,498.79	0.00	0.00	74.65	1,004,573.44
Capital Projects Series 2008	140.67	0.00	0.00	0.01	140.68
Capital Projects Series 2012A	463,769.25	0.00	0.00	34.47	463,803.72
Capital Projects Series 2014A	18,009,838.89	0.00	0.00	1,338.41	18,011,177.30
Capital Projects Series 2014B	9,837,209.16	0.00	0.00	731.06	9,837,940.22

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.05	\$7,737.78
LONE STAR ACCOUNT INTEREST	0.07	\$1,722.85
MBIA TEXAS CLASS ACCOUNT INTEREST	0.14	\$2,946.42
TEXSTAR ACCOUNT INTEREST	0.07	\$568.47
TEXAS TERM/DAILY ACCOUNT INTEREST		\$2,178.60
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$15,154.12</b>
<b>EARNINGS 9-01-14 THRU 3-31-15</b>		<b>\$82,255.22</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$97,409.34</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal 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 Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

George Jr. High School is requesting a budget change to purchase student awards.

199-36	Co-curricular/Extra-curricular Activities	(1,100.00)
199-11	Classroom Instruction	1,100.00

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The Curriculum department is requesting three budget changes:

The first budget change is to purchase math manipulatives for students.

199-13	Curriculum and Instr. Staff Development	(12,000.00)
199-11	Classroom Instruction	12,000.00

The second budget change is cover student travel for five junior high students to attend the National MathCON Finals in Chicago, Illinois.

199-13	Curriculum and Instr. Staff Development	(2,615.00)
199-36	Co-curricular/Extra-curricular Activities	2,615.00

The third budget change is to purchase Problem Based Learning materials for middle school and junior high school science teachers.

199-13	Curriculum and Instr. Staff Development	(18,000.00)
199-11	Classroom Instruction	18,000.00

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The Fine Arts department is requesting a budget change to help fund travel for seven teachers to attend the Fine Arts Summit this summer in Austin.

199-36	Co-curricular/Extra-curricular Activities	(2,715.00)
199-13	Curriculum and Instr. Staff Development	2,715.00

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Secondary Education is requesting a budget change to move High School Allotment funds for summer staff development to train teachers to teach the PSAT/SAT/ACT.

199-11	Classroom Instruction	(27,000.00)
199-13	Curriculum and Instr. Staff Development	27,000.00

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The Research & Accountability department is requesting a budget change to pay for test tracking software.

199-21	Instructional Leadership	(18,000.00)
199-31	Guidance and Counseling	18,000.00

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The Business Office is requesting a budget amendment to amend the budget for the replacement of a chiller at Williams Elementary.

199-81	Facilities Acquisition & Construction	150,000.00
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**CONSIDER DESIGNATION OF PATSY SCHULTZ, RTA AS  
TAX ASSESSOR-COLLECTOR FOR LAMAR CONSOLIDATED ISD  
FOR THE PERIOD SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016**

**RECOMMENDATION:**

That the Board of Trustees consider the designation of Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated ISD for the period September 1, 2015 through August 31, 2016.

**IMPACT/RATIONALE:**

The contract which was executed by LCISD and Marsha P. Gaines (former tax assessor-collector for Fort Bend County) on July 22, 1999 states that the “appointment shall be effective from September 1, 1999 to August 31, 2000 and will automatically be renewed annually thereafter.” The 2015-16 year will be the seventeenth year that the Fort Bend County Tax Assessor has performed the duties of tax assessor-collector for the District.

The costs of the services are:

- Thirty-five cents (\$0.35) per parcel per year,
- Other reimbursable costs incurred by the County on the District’s behalf, and
- Costs for any additional services requested by the District.

The current year costs for 2014-15 are \$27,398.35 (78,281 parcels).

**PROGRAM DESCRIPTION:**

The tax collection process has run smoothly since the Fort Bend County Tax Assessor-Collector's office assumed the function. Approval of the contract for another year will ensure the continuity of the system and efficient collection of taxes.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
THE COLLECTION OF TAXES**

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and LAMAR CISD (hereinafter referred to as “LAMAR CISD”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

**RECITALS**

WHEREAS, LAMAR CISD has the authority to authorize County to act as tax assessor/collector for LAMAR CISD, and County has the authority to so act; and,

WHEREAS, the Fort Bend County Tax Assessor/Collector has approved this Agreement; and,

WHEREAS, LAMAR CISD and County believe it is in the best interests of the citizens of Fort Bend County to enter into this Agreement; and,

NOW THEREFORE, County and LAMAR CISD for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for LAMAR CISD for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed LAMAR CISD in Fort Bend County.

**ARTICLE II  
TERM**

- 2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2016.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 LAMAR CISD may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.

- 2.04 County may terminate this agreement by providing written notice to LAMAR CISD no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by LAMAR CISD, LAMAR CISD shall assume all contractual obligations entered into with County for services rendered to LAMAR CISD for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.
- 2.06 In the event of termination of this Agreement by either party, all collection records, current and delinquent tax rolls, including those records stored in electronic data processing equipment, that pertain to and within the jurisdiction of LAMAR CISD, shall become the property of LAMAR CISD and will be relinquished by the County to LAMAR CISD.

ARTICLE III  
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for LAMAR CISD for tax accounts within the jurisdiction of LAMAR CISD.
- 3.02 LAMAR CISD hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax code, as amended.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of LAMAR CISD with regard to assessing and collection of ad valorem taxes.
- 3.04 LAMAR CISD shall adopt a tax rate by October 1 of each year. In the event the tax rate is adopted subsequent to October 1 of any year, LAMAR CISD shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 LAMAR CISD hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for LAMAR CISD, including but not limited to:
  - A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of the effective and rollback tax rates as required by Section 26.04 of the Property Tax Code.
  - B. County shall assess and collect the ad valorem property taxes owing to the LAMAR CISD. The term “assess” does not include those functions defined as “appraisal” by the Property Tax Code.
  - C. The county shall produce a consolidated tax statement for both County and LAMAR CISD taxes.
  - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of LAMAR CISD.
  - E. County shall mail statements.

- F. County shall mail notices of delinquent service charges in accordance with Section 33.07 of the Texas Property Tax Code.
  - G. County shall perform for LAMAR CISD all duties provided by law of the State of Texas for the collection of taxes.
  - H. County shall perform any additional, reasonable services which may be requested by LAMAR CISD. All additional services shall be billed to LAMAR CISD by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by LAMAR CISD:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
  - B. Remittance report with each remittance to LAMAR CISD showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
  - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
  - D. Any additional reports which may be requested by the District.
- 3.07 The taxes collected by County for LAMAR CISD shall be remitted as follows:
- A. by ACH; or
  - B. by wire to LAMAR CISD's designated depository or agent; or
  - C. by check mailed to LAMAR CISD.
- 3.08 LAMAR CISD shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted to LAMAR CISD on a daily basis.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to LAMAR CISD.

ARTICLE IV  
OBLIGATIONS OF LAMAR

- 4.01 LAMAR CISD agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, LAMAR CISD agrees to pay County the following amounts:
- A. Thirty-five cents (\$0.35) per parcel per year;
  - B. One dollar (\$1.00) per account to add delinquent accounts to County's records; and
  - C. Other costs for which LAMAR CISD will reimburse the County for actual costs incurred for any additional services requested by LAMAR CISD or mandated by state statute.



- 4.03 LAMAR CISD shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V  
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of LAMAR CISD, including auditors for LAMAR CISD, is authorized to examine the records maintained by County at such reasonable time and interval as LAMAR CISD deems necessary. Such books and records will be kept in the offices of County.
- 5.02 LAMAR CISD may maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 LAMAR CISD shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 County shall not be legally responsible to LAMAR CISD for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- 5.05 LAMAR CISD reserves the right to institute such suits for the collection of delinquent taxes as LAMAR CISD deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06. County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which LAMAR CISD may adopt.
- 5.07 In the event County approves refunds or waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, LAMAR CISD consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of LAMAR CISD.

ARTICLE VI  
LIABILITY

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VII  
MISCELLANEOUS

- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.03 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.04 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 7.05 This Agreement may not be assigned by either party.

ARTICLE VIII  
NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To County:	The Honorable Patsy Schultz Fort Bend County Tax Assessor-Collector 1317 Eugene Heimann Circle Richmond, Texas 77469
To District:	Ms. Jill Ludwig Chief Financial Officer, Lamar CISD 3911 Avenue I Rosenberg, TX 77471
Copy to:	Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX  
ENTIRE AGREEMENT AND ATTACHMENT

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

**FORT BEND COUNTY**

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Patsy Schultz, Tax Assessor/Collector

\_\_\_\_\_  
Date

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MER:Interlocal Agreement.Tax Collection:1396(040506)

**CONSIDER APPROVAL OF A THREE-YEAR AGREEMENT FOR EXPERIENCED  
AFTER-SCHOOL PROGRAM PROVIDERS**

**RECOMMENDATION:**

That the Board of Trustees approve a three-year agreement with Tiny Steps Educational Center, Gingerbread House Kids Academy, TW Davis YMCA, and the YMCA of Katy (the Providers) to provide a high quality, after-school program on 15 District campuses for the 2015-16 through 2017-18 school years.

**IMPACT/RATIONALE:**

After-school, on-campus childcare has been provided as an option for elementary students since 1998. A quality program using community providers has resulted in a District/Provider partnership that is beneficial in the following ways:

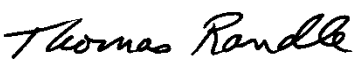
- Campus staff, childcare providers, parents, and students can develop strong, long-term relationships that foster improved services that ultimately result in helping children to achieve at higher levels,
- Childcare staff can assure parents that they will be available on a continuing basis, thereby allowing parents to plan for their child's ongoing care,
- A stable contract allows the Provider to invest in staff training activities and materials that result in improved program quality,
- Retention of quality childcare staff due to the assurance of continuing employment based on quality performance,
- The Provider is paying a reasonable fee for use of District facilities, and
- The District is guaranteed an agreed-upon amount of revenue for each of the three years as established in the contract.

**PROGRAM DESCRIPTION:**

The contract period will commence on August 15, 2015 and end on the last day of school in 2018. Building use fees are based on a nine-month term, with an estimated enrollment of 738 students and a flat tuition amount per student agreed upon in negotiations. Total revenue from the program is estimated at \$312,174. A customer service survey will be distributed to parents, the Providers, and District staff at the end of each year to assess the effectiveness of the program. Survey results will be published and used to improve the quality of the program and overall customer satisfaction. A sample contract is attached for reference.

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

Recommended for approval:

  
Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Three Year Agreement  
for  
Use of Lamar C.I.S.D. Facilities to Operate After-School Programs**

**This Agreement, made and entered into this 21<sup>st</sup> day of May 2015, by and between \_\_\_\_\_ (hereinafter called the Provider) and Lamar Consolidated Independent School District (hereafter called LCISD).**

**Witnesseth**

**WHEREAS, LCISD owns and has under its jurisdiction certain schools and educational facilities that  
may be utilized after normal**

**school hours for quality after-school programs,**

**and**

**WHEREAS, there is an interest to provide an after-school program in each elementary school where  
there is a need and request for this service,**

**and**

**WHEREAS, the Provider has agreed to operate an after-school program and the LCISD Board of  
Trustees has approved the after-school program, establishing that the Provider is not an agent of the  
District and cannot represent or bind the district in any third party agreement,**

**and**

**NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and  
valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement,  
agree that the terms of the original Agreement remain the same, except as follows:**

**I. LCISD shall:**

- a. Designate the gym, cafeteria, and playground (if requested) at each elementary facility, on a fee basis, for the purpose of serving students in an after-school program. Although every attempt will be made to assure that the designated space is provided consistently, changes may occur when school-wide events may necessitate the use of Provider areas. Provider will be notified 48 hours in advance if changes need to be made, and an alternative area will be provided by the campus administrator. Under no circumstance will Provider be forced to move to the alternate location prior to 4:00PM. A suitable alternate location must be designated at the beginning of the school year so that compliance with childcare licensing can be determined.
- b. The staff of the Providers will be given access to adult restroom facilities as needed.
- c. Providers will be given WI-FI access as needed through Guest Access.
- d. LCISD Board Policy: GKD (Local) will govern the use of the facilities.
- e. Provide designated area for storage within the school within close proximity of the areas used by the after-school program.
- f. Designate outside playground space for use by the after-school program participants. Playground areas are available for Provider use, but must be shared with other students and community residents.
- g. LCISD designated district-level administrator will give prompt notice of any unexpected school closures to the Provider.
- h. Administer an annual evaluation to assess the quality of services and customer satisfaction.
- i. Provide notice to the Provider of any student enrolled in the after-school program gaining

permission to be absent from the program for school-sponsored activities or with permission to receive alternate transportation from the campus.

- j. Further, Lamar CISD is not responsible for supervising the after-school program, discipline, safety procedures, personnel requirements, responding to questions from parents or any other matter concerning the operation of the after-school program, such being the sole responsibility of the Provider.

## II. Provider shall:

- a. Provide a high quality after-school program, as defined:
  - i. Licensed by the Texas Department of Family Protective Services (TDFPS), Childcare Licensing Division
  - ii. Meet or exceed the TDFPS *Minimum Standards for School-Age and Before or After-school Programs* relating to Personnel, Ratios and Group Sizes, Activities and Equipment, Discipline and Guidance, Fieldtrips, Nutrition and Food Services, Health Practices, Safety Practices, Facilities, Play Space and Equipment, Fire Safety and Emergencies, and Transportation.
  - iii. The Provider shall be responsible for all licensing requirements, and shall be responsible for compliance with all state and federal regulations affecting the operation of said after-school program. LCISD shall not be responsible for licensing or compliance with state and federal regulations affecting the after-school program, this being the sole responsibility of the Provider.
  - iv. Operate after-school programs in facilities designated in Appendix A, and provide consistent days and hours of operation (Monday through Friday from school dismissal until 6:30 pm) in coordination with LCISD's school calendar. Supplemental programs (summer and other break periods during which the District is closed) are not incorporated as part of this agreement.
  - v. Provide Early Release and Full Day services on Staff Development Days and some Holidays. In the event of an unanticipated school closure during the school day, the Provider shall ensure staff remains at the campus until all participating students are picked up.
  - vi. Offer students age-appropriate, TEKS-based curriculum.
  - vii. Provide homework assistance for participating students.
- b. Provide the following to the designated LCISD district-level administrator, on an annual basis or as needed:
  - i. Copy of TDFPS Childcare Licensing Permit.
  - ii. Copies of all TDFPS Childcare Licensing reviews and updates.
  - iii. Copy of operating procedure manual personnel requirements, discipline policies, safety procedures, and all other program-related policies.
  - iv. Copy of operating calendar. Changes must be submitted to participating parents, LCISD campus contact, and the designated district-level administrator a minimum of 30 days in advance.
  - v. List of participating students (including updates) on a quarterly basis, with parental consent.
  - vi. List of after-school staff, including updates as they occur.
  - vii. Prompt communication of any new programming, procedure changes, or any other changes that may occur while this Agreement is in effect.

- viii. Communication(s) sent to parents/guardians and campus administration.
  - ix. Produce and disseminate program and registration information to parents and school community.
- c. Provider agrees to indemnify and hold LCISD harmless from and against any and all losses, claims, demands, liabilities, suits or actions--including all reasonable expenses and attorney fees, for injuries or loss caused by or resulting from the acts or omissions of the Provider's or its employees, sub-contractors, or agents. This indemnity does not alter or waive tort immunity.
- d. Further, the Provider agrees to procure and keep in force, for the entire time this agreement is in effect, insurance coverage for general liability in the amount of not less than \$1,000,000 and include LCISD as an additional insured during said duration. The Provider agrees to provide appropriate proof of coverage upon written request of the District.
- e. The Provider agrees that all facilities and properties shall be used in compliance with all federal, state, and local laws, and in accordance with all regulations of LCISD Administration. LCISD Administrative Regulations may be viewed on the District website. Facilities and District equipment will be cared for properly and cleaned up after use.
- f. Other responsibilities of the Provider:
- i.) Provide all materials, supplies, toys, equipment, and mobile storage for the operation of the after-school program.
  - ii.) Have access to substitutes when needed for both front line and supervisory staff.
  - iii.) Have verification that should the Provider transport participating students on field trips or to supplementary classes, the Provider will assume all responsibility for transporting including liability.
  - iv.) Agree to encourage low-income families to access after-school programming by advertising financial assistance programs or acceptance of third party payments.
- g. Building Use Fee
- i.) Provider will pay the District an annual building-use fee in the amount of \$XXX.00, payable in equal installments of \$XX.00 over a period of nine-months, which represents Forty Seven Dollars (\$47.00) per child per month, based upon an agreed upon enrollment of XXX students (regardless of actual enrollment or attendance). Monthly payments shall be paid by the 15<sup>th</sup> of each month, with the first payment to be paid on or before September 15<sup>th</sup>, and the last payment to be paid on or before May 15<sup>th</sup> of the respective school year.
  - ii.) The parties agree that on or before April 1<sup>st</sup> of each year, they have the option to evaluate and renegotiate (if necessary) any terms within the Agreement.
- h. Reimbursement for Damages
- i.) The Provider shall be responsible to reimburse the District for any damages, beyond normal wear and tear, caused to District property in connection with the Provider's use of District facilities.

- III. The terms of this Agreement shall be for a period of three years, beginning August 15, 2015 and ending on the last day of instruction of the 2017-18 school year as determined by the LCISD school calendar.
- IV. This Agreement may only be modified or amended by mutual consent of the parties and in writing.
- V. It is mutually agreed that either the Provider or LCISD shall have the right and privilege of terminating this Agreement for breach or for any reason upon forty- five (45) days written notice to the other party.
- VI. The Provider's rights and obligations under this Agreement cannot be assigned without the written consent of the District's Board of Trustees.
- VII. LCISD reserves the right to review the performance of the Provider at all times. A customer service survey will be conducted annually.

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

BY: \_\_\_\_\_  
 Superintendent

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

State of Texas  
 County of \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PROPOSED AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission expires: \_\_\_\_\_

BY: \_\_\_\_\_  
 Provider

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

State of Texas



County of \_\_\_\_\_

**BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED  
\_\_\_\_\_ AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME  
FOR THE PROPOSED AND CONSIDERATIONS THEREIN EXPRESSED.**

**GIVEN UNDER MY HAND and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My Commission expires: \_\_\_\_\_**

## APPENDIX A (15 Campuses Participating)

- Adolphus
- Austin
- Beasley
- Campbell
- Dickinson
- Frost
- Hubenak
- Hutchison
- Long
- McNeill
- Meyer
- Ray
- Thomas
- Velasquez
- Williams

**CONSIDER APPROVAL OF DEPOSITORY BANK CONTRACT**

**RECOMMENDATION:**

That the Board of Trustees accept the proposal of Wells Fargo Bank for the depository bank for the biennium September 1, 2015 through August 31, 2017.

**IMPACT/RATIONALE:**

Upon mutual agreement by the District and the depository bank selected, this depository contract may be extended for two additional two-year terms, pursuant to the amended Section 45.205(b) of the Texas Education Code. The Texas Education Code requires that depository contract(s) for each Independent School District (ISD) be considered for renewal every two years. Subchapter G, Section 45.205(c), Texas Education Code, states that the contract term and any extension must coincide with the school district's fiscal year. Effective September 1, 2001, Section 44.0011, allows a district to change their fiscal year to begin on either July 1<sup>st</sup> or September 1<sup>st</sup> of each year and end on June 30<sup>th</sup> or August 31<sup>st</sup> of the following year, respectively. Should Lamar CISD decide to change its fiscal year during the 2015-2017 biennium, certain changes to contract terms and conditions may be necessary to ensure compliance with Section 45.205. Those changes will be negotiated during the contract term as required. All bidders were notified of these conditions in the Proposal Form used to solicit the proposals.

**PROGRAM DESCRIPTION:**

The Administration delivered a Depository Proposal Notice and Proposal Form to each bank in the District on March 27, 2015. Proposals were returned by 2:00 p.m. April 29, 2015. Sealed proposals were received from two banks: BBVA Compass Bank and Wells Fargo Bank. The proposals were analyzed by the Chief Financial Officer and the Director of Finance. Criteria used to evaluate the proposals included experience in providing services to similar accounts, electronic banking services provided, cost of services, locations and hours of operation of bank offices, financial strength of institution, type of third-party institution holding collateral, and any additional services offered and/or the option to add new services not currently available.

The bids were competitive, but Wells Fargo Bank was determined to have provided the most comprehensive proposal. An estimated monthly cost summary and weighted ranking for the two banks follow in the Depository Analysis Summary. The estimated monthly cost for services ranged from \$4,000 to \$4,500, which can be offset to a certain extent by compensating balances. Although Wells Fargo Bank did not provide the lowest priced proposal, we believe it is the best value for the District because of the convenience afforded by the number of locations and their experience with other school districts of our size. Additionally, Wells Fargo Bank serves other districts using the same financial software as Lamar CISD. This is important due to the volume of electronic files transferred between entities and proven efficiencies that can be immediately attained.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Depository Analysis Summary

### Summarized Costs and Comparison

	<u>BBVA/Compass</u>	<u>Wells Fargo</u>
<b><u>Estimated Monthly Cost Summary</u></b>		
Account Services	\$ 250.00	\$ 500.00
Cash & Currency Processing	2,062.45	1,916.62
ACH and Wire Services	1,195.48	460.06
Account Reconciliation & Imaging	513.34	1,653.61
<b>Total Estimated Cost Summary</b>	<b><u>\$ 4,021.27</u></b>	<b><u>\$ 4,530.29</u></b>
<b>Earnings Credit Rate (ECR)*</b>	<b>0.38%</b>	<b>0.30%</b>

\* The District currently uses the compensating balance method when computing banking service fees. This method is dependent upon the ECR, which fluctuates with the Prime Rate. The rates shown above are applied to average collected balances to determine the compensating balance used to reduce calculated fees.

<u>Weighted Ranking</u>	<u>Maximum Points</u>	<u>BBVA/Compass</u>	<u>Wells Fargo</u>
Costs of Services	20	18	15
Additional Services	10	10	10
Automated services offered	30	30	30
Ability of bank to provide necessary services	15	15	15
Collateralization policy	5	5	5
Fraud prevention	10	10	10
Other (location of branches within district boundaries)	10	4	10
<b>Total Points Awarded</b>	<b><u>100</u></b>	<b><u>92</u></b>	<b><u>95</u></b>

**CONSIDER APPROVAL TO FUND PROJECTS WITH  
2003 BOND PROGRAM AVAILABLE FUNDS**

**RECOMMENDATION:**

That the Board of Trustees approve projects in the amount of \$594,036 to be funded with proceeds remaining from the 2003 bond program.

**IMPACT/RATIONALE:**

The projects listed below are currently in progress using General Funds. Because they fall within the scope of the bond program referenced above, they are eligible for reimbursement:

Project	Amount
Land Purchase, April 28, 2015	\$294,036
Resurfacing of Tennis Courts at Foster High School	\$100,000
Repair of Track at Terry High School	\$200,000
<b>Total</b>	<b>\$594,036</b>

**PROGRAM DESCRIPTION:**

The transfer of funds for use in this manner will exhaust substantially all residual funds of the 2003 bond program.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Kevin McKeever, Administrator for Operations  
Yvonne Dawson, Budget and Treasury Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF THE UNDERWRITING TEAM FOR ISSUANCE  
OF SCHOOLHOUSE BONDS**

**RECOMMENDATION:**

That the Board of Trustees approve the underwriting team (the “Team”) for the upcoming issuance of schoolhouse and refunding bonds.

**IMPACT/RATIONALE:**

On November 4, 2014, the voters of the Lamar Consolidated Independent School District approved the issuance of \$240,647,552 in schoolhouse bonds. In April 2015, the Board of Trustees authorized an initial sale of these bonds in an amount not to exceed \$150 million, along with the sale of refunding bonds not to exceed \$150 million. It is expected that the District will sell a par amount not to exceed \$300 million by negotiated sale. To accomplish this, the District must select a team of investment banks to represent the District in the bond market.

RFQ #13-2015ML solicited seventeen (17) firms to provide proposals/credentials, to which 17 firms responded. The proposals were reviewed and analyzed by Administration and our financial advisor, First Southwest Company. A scoring system that judged the proposals and firms based on experience in the Texas ISD market, local presence, innovative ideas and coverage, and firm capital was used to determine a ranking of the firms. It is the recommendation of administration that the following firms comprise the Team:

- Raymond James,
- Wells Fargo Securities,
- J.P. Morgan,
- Frost Bank,
- Morgan Stanley, and
- BOSC Inc.

**PROGRAM DESCRIPTION:**

Since 2003, the District has sold all its bonds through negotiated sales, which have been led by underwriting teams of investment banks. The underwriting team has the ability to assess the District’s goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. Since interest rates are near historical lows, the District’s capital needs have been identified, and circumstances are favorable for the refunding of currently outstanding bonds, the District would like to proceed quickly with the issuance of the bonds. The District’s financial advisory firm, First Southwest Company, will assist the District with the sale of schoolhouse and refunding bonds.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER RENEWAL OF ASBESTOS ABATEMENT  
AND MOLD REMEDIATION SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve the final renewal of the contract with ARC Abatement for asbestos abatement and mold remediation services.

**IMPACT/RATIONALE:**

CSP #39-2012 requested prices for an annual contract for asbestos abatement and mold remediation services. These services must be performed by a licensed, accredited company. This proposal covers all locations as needs arise and will allow the District to comply with all state requirements.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation of each contractor and final decision was done through a 13-point weighted evaluation system pre-established in the bid.

**PROGRAM DESCRIPTION:**

This agreement commenced on January 1, 2013 as an annual contract with the option of renewal for two additional one year periods if both parties agreed and terms and conditions remained the same, with the exception of any documented increases in labor, material or disposal cost delineated by the contractor and accepted by the District prior to renewal.

Submitted by:           Kevin McKeever, Administrator for Operations  
                              Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                              Michele Leach, Purchasing and Materials Manager

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF REQUEST FOR 2015 HISTORIC SITE EXEMPTION  
FOR THE KENDLETON HERITAGE SOCIETY**

**RECOMMENDATION:**

That the Board of Trustees approve the 2015 Historic Site Exemption for the Kendleton Heritage Society.

**BACKGROUND INFORMATION:**

The three properties owned by the Kendleton Heritage Society have been designated as historical sites for tax years 2010 and prior, and the attached request for property tax exemption was received for consideration by the Board of Trustees. If granted, the historic site tax exemptions would be effective for the 2015 tax year and must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the Kendleton Heritage Society has applied for a historical tax exemption for the taxes to be levied for the 2015-2016 school year.

<b>TAXPAYER</b>	<b>LOCATION/ TYPE OF PROPERTY</b>	<b>PROPERTY VALUE</b>	<b>ESTIMATED AMOUNT OF TAX RELIEF</b>
KENDLETON HERITAGE SOCIETY	13103, 13017, and 13023 Old Highway 59, Kendleton, TX	\$70,450	\$979.29

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent





# Application for Historic or Archeological Site Property Tax Exemption

Property Tax  
**Form 50-122**

Fort Bend Central Appraisal

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B.F. Terry Blvd 77471

Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code §11.24. You must furnish all information and documentation required by the application.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation between January 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

### OTHER IMPORTANT INFORMATION

Pursuant to Tax Code §11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

### STEP 1: State the Year for Which You are Seeking an Exemption

2015

State the year for which you are seeking an exemption

### STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application

Kendleton Heritage Society / CEO Marjorie M. Adams

Name of Property Owner

P.O. Box 702

Mailing Address

Kendleton, Tx 77451

City, State, ZIP Code

979-531-8051

Phone (area code and number)

Property Owner is a(n) (check one):

individual  partnership  corporation  other (specify):

832-549-0946

Marjorie M. Adams

Name of Person Preparing this Application

Executive Director

Title

05172520

Driver's License, Personal I.D. Certificate, or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number: .....

76-0428799

\* Unless the applicant is a charitable organization with a federal tax identification number, the applicant's driver's license number, personal identification certificate number, or social security account number is required. Pursuant to Tax Code Section 11.48(a), a driver's license number, personal identification certificate number, or social security account number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b). If the applicant is a charitable organization with a federal tax identification number, the applicant may provide the organization's federal tax identification number in lieu of a driver's license number, personal identification certificate number, or social security account number.

### STEP 3: Describe the Property for Which You are Seeking an Exemption

13103' OLD Highway 59 REAR

Address, City, State, ZIP Code

0058 I McGARY ACRES . 905, SEC 1

Legal Description (if known)

R 35548, R 35566, R 35925  
R 35548 / 0058116500000908

Appraisal District Account Number (if known)

**Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation**

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF DOCUMENTS REFLECTING OFFICIAL ACTION OF THE GOVERNING BODY THAT PROVIDES FOR AN EXEMPTION.

**STEP 5: Identify Official Historical and Archeological Designations and Attach Supporting Documentation**

Has the property been designated as a Recorded Texas Historic Landmark under Chapter 442, Government Code, or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission?  Yes  No

**IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.**

Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit?  Yes  No

**IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.**

**STEP 6: Read, Sign, and Date**

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

**sign here** ▶

*Marjorie M. Adams*  
Authorized Signature

03-10-2015  
Date

*Marjorie M. Adams*  
Printed Name

**If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10, Penal Code.**

**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve donations to the District.

**IMPACT/RATIONALE:**


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

**PROGRAM DESCRIPTION:**

Campbell PTO donated \$26,621 to purchase a playground structure and giving each grade level \$500 at Campbell Elementary School.

George Ranch Athletic Booster Club donated \$7,500 to purchase a run through tunnel for George Ranch High School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE FOSTER HIGH  
SCHOOL TENNIS COURT RESURFACING PROJECT**

**RECOMMENDATION:**

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement for the Foster High School tennis court resurfacing project.

**IMPACT/RATIONALE:**

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling \$50,000.00 or more. Additionally, the Texas Government Code 2269 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the Foster High School tennis court resurfacing project.

**PROGRAM DESCRIPTION:**

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

Submitted by: Kevin McKeever, Administrator for Operations  
Aaron Morgan, Director of Maintenance & Operations (Region 4)

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## EVALUATION CRITERIA FOR PROPOSAL

This proposal shall be evaluated using the evaluation criteria listed below.

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase price</b> – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	25
2	<b>Reputation of the vendor and of the vendor’s goods or services</b> – Proposer should have a solid reputation with other ISDs, Government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	15
3	<b>Quality of the vendor’s goods or services</b> – Services will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	15
4	<b>Quality of Vendors Response in the Proposal.</b>	10
5	<b>Vendor’s past relationship with the district</b> 5= Good business with no documented issue 4= Good Business with LCISD, staff recommends use again 3= Performed business with LCISD 2= Performed business but required redirecting per staff 1= Never or performed poorly with issue documented	5
6	<b>Vendor’s Safety Record – PLEASE SUBMIT THREE YEARS OF EMR REPORTS and a COPY OF YOUR SAFETY MANUAL</b>	5
7	<b>Vendor’s proposed personnel- certifications, qualifications, experience.</b>	10
8	<b>Ability to service our accounts with proper staff and insurance requirements.</b> <ul style="list-style-type: none"> <li>• Provide proof of proper insurance as defined in this proposal.</li> <li>• Quality and Availability of personnel and services</li> <li>• Appropriate staffing</li> </ul>	15
10	<b>TOTAL</b>	<b>100 POINTS</b>

**CONSIDER APPROVAL OF CHILLER REPLACEMENT FOR WILLIAMS  
ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Automated Logic-Houston for the purchase and installation of a 180 ton chiller for Williams Elementary School in the amount of \$163,782 and amend budgets as necessary.

**IMPACT/RATIONALE:**

The procurement method is an interlocal contract with Choice Cooperative (RFP #14/021JN). The 180 ton unit is failing and is requiring attention daily. A temporary chiller is on standby if needed before the last day of school. The lead time for this chiller is about 10 weeks, arriving on-site around the last week of July.

**PROGRAM DESCRIPTION:**

Upon approval Automated Logic-Houston will begin the process to install the new chiller at Williams Elementary School.

Submitted by:           Kevin McKeever, Administrator for Operations  
                              Aaron Morgan, Director of Maintenance & Operations (Region 4)

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES  
FOR THE WILLIAMS WATER WASTE WATER PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for material testing services for the construction of the Williams Water Waste Water Project in amount of \$4,735.

**IMPACT/RATIONALE:**

Material testing services are a professional service that the District must contract directly. The Williams Water Waste Water Project will remove the water well and the treatment plant and connect to the Fort Bend Municipal Utility District #116.

**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 Williams Water Waste Water Project.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



May 7, 2015

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  
Williams Elementary School Water Line and  
Force Main Connections  
Terracon Proposal No. P92150779

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal 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. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

## A) PROJECT INFORMATION

It is our understanding that this project will consist of the construction of a new lift station, water line and force main to serve Williams Elementary School.

## B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of project plans and specifications provided by PBK Architects dated April 2015.

### Earthwork Observations and Testing:

1. Sample natural backfill materials and test for Atterberg Limits (ASTM D4318) and moisture-density relationship (ASTM D698).
2. Perform in-place compaction testing of utility backfill using nuclear test method ASTM D6938.





**Project Management/ Administration:**

1. A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

**Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

**Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

**C) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

**Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours’ notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure**

**to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

#### **D) COMPENSATION**

Based on the project information available for our review, we propose an estimated cost of **\$4,735**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "**as requested**" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

#### **E) 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. Terracon 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 third parties, including Client's contractors, subcontractors, or other parties present at the site.

#### **F) TESTING AND OBSERVATION**

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. Terracon 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 –



**Proposal for Construction Materials Testing Services**

Williams ES Waterline & Force Main ■ Lamar Consolidated ISD

May 7, 2015 ■ Terracon Proposal No. P92150779



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 notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**G) AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,

Terracon Consultants, Inc.

(TBPE Firm Registration No. F-3272)

Mark D. Wells, P.E., PMP  
Senior Project Materials Engineer

FOR: Alfonzo Hernandez, P.E.  
Construction Services Manager

**Attachment:**

- (1) Cost Breakdown
- (2) Agreement For Services



**COST ESTIMATE  
FOR CONSTRUCTION MATERIALS TESTING  
Williams Elementary School  
Water Line and Force Main Connections  
Terracon Proposal No. P92150779**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
<b>Earthwork and Backfill Observation and Testing</b>				
Engineering Technician	60	hour	\$40.00	\$2,400
Engineering Technician (Overtime)	3	hour	\$60.00	\$180
Vehicle Charge	11	trip	\$60.00	\$660
Nuclear Density Gauge	11	trip	\$50.00	\$550
Atterberg Limits	3	each	\$55.00	\$165
Moisture Density Relationship (ASTM D698)	3	each	\$165.00	\$495
			<b>Sub-total</b>	<b>\$4,450</b>
<b>Administration</b>				
Project Manager	3	hour	\$95.00	\$285
			<b>Estimated Project Total</b>	<b>\$4,735</b>



## 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 Williams Elementary School Water Line & Force Main Connections project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/07/2015 ("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 wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring 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 beneficiaries 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 the joint 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.
- 8. 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.**
- 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)



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 generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 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, Inc.**  
 By:  Date: **5/7/2015**  
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**  
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **mdwells@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **J. Kevin McKeever /**  
 Address: **3911 Avenue I Rosenberg, TX 77471**  
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
 Email: **mckeever@lcsid.org**

Reference Number: P92150779

**CONSIDER APPROVAL OF ATTENDANCE BOUNDARY COMMITTEE**

**RECOMMENDATION:**

That the Board of Trustees approve the membership of the Attendance Boundary Committee (ABC) for 2014-2015 as presented with the proposed time line using the LCISD Zoning Process and charge the ABC with setting the boundaries for Churchill Fulshear Jr. High School and Dean Leaman Junior High School for the fall of 2016.

**IMPACT/RATIONALE:**

Membership of the ABC consists of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus—as specified in the LCISD Zoning Process, approved by the Board in September 2004. The LCISD Zoning Process also requires campus administrators to select the campus representatives with the entire ABC approved by the Board. Appropriate central office administrators will serve as resources, as needed. District information and the Board’s charge for rezoning considerations will be presented to the entire ABC. Current Board members cannot serve on this committee.

The membership of the ABC, the LCISD Zoning Process, the Master Plan Principles and a tentative time line for the 2014-2015 zoning process are attached. Using this time line, zoning decisions would be made by August or September for a fall 2016 opening.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent



	<u>CAMPUS</u>	<u>FIRST</u>	<u>LAST</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>PHONE</u>	<u>EMAIL</u>
	<b>Elementary Schools</b>							
	Adolphus Elementary	Caleen	Goble	21115 Praire Green Court	Richmond	77406	361-815-5202	<a href="mailto:icgoble4@att.net">icgoble4@att.net</a>
	Adolphus Elementary	Jeff	Kettler	7911 Riverine Terrace Drive	Richmond	77406	281-762-7319	<a href="mailto:jeffkettler@trugreenmail.com">jeffkettler@trugreenmail.com</a>
	Arredondo Elementary	Heather	Cornejo	1714 Wimberly Hollow Lane	Rosenberg	77471	832-655-5178	<a href="mailto:heather.cornejo@gmail.com">heather.cornejo@gmail.com</a>
	Arredondo Elementary	Adam	Frenzel	6419 Orange Blossom Lane	Rosenberg	77471	409-882-1907	<a href="mailto:acfrenzel@gmail.com">acfrenzel@gmail.com</a>
	Austin Elementary	Ryan	Niles	3004 Precinct Line Road	Richmond	77406	281-282-7515	<a href="mailto:rniles@arenosadevelopment.com">rniles@arenosadevelopment.com</a>
	Austin Elementary	Nicholas	Favre	802 Land Grant Drive	Richmond	77406	832-752-9946	<a href="mailto:nicholas.favre@centerpointenergy.com">nicholas.favre@centerpointenergy.com</a>
	Beasley Elementary	Kelley	Pyeatt	1250 Islieb Road	Beasley	77417	832-654-4608	<a href="mailto:wkpyeatt@consolidated.net">wkpyeatt@consolidated.net</a>
	Beasley Elementary	Carolyn	Sabrsula	415 N. 2nd Street	Beasley	77417	979-387-2455	<a href="mailto:csabrsula@hotmail.com">csabrsula@hotmail.com</a>
	Bowie Elementary	Amy	Cloud	4118 Stephen Circle	Rosenberg	77471	281-460-8921	<a href="mailto:amycloud@hotmail.com">amycloud@hotmail.com</a>
	Bowie Elementary	Carlos	Leon	801 Vera Cruz Street	Rosenberg	77471	281-239-9918	<a href="mailto:kriegfrost@hotmail.com">kriegfrost@hotmail.com</a>
	Campbell Elementary	Betsy	Dolan	8126 Lauren Way	Sugar Land	77479	281-343-9870	<a href="mailto:betsydolan1@aol.com">betsydolan1@aol.com</a>
	Campbell Elementary	Kelly	Furguele	1535 Brookstone Lane	Sugar Land	77479	713-303-2224	<a href="mailto:kelly317@att.net">kelly317@att.net</a>
	Dickinson Elementary	Maha	Saeed	6822 Elm Trace Drive	Sugar Land	77479	281-413-9344	<a href="mailto:maha.rasheed.khan@gmail.com">maha.rasheed.khan@gmail.com</a>
	Dickinson Elementary	Keith	Akins	7919 Garden Bend	Sugar Land	77479	281-617-9060	<a href="mailto:akinsk@uhv.edu">akinsk@uhv.edu</a>
	Frost Elementary	Aaron	Keene	2015 Wembley Way	Rosenberg	77471	832-463-7550	<a href="mailto:akeene@deloitte.com">akeene@deloitte.com</a>
	Frost Elementary	Jennie	Adamson	7218 Foster League	Richmond	77406	832-368-3190	<a href="mailto:jennie.adamson@yahoo.com">jennie.adamson@yahoo.com</a>
84	Hubenak Elementary	Lindsey	Sewell	25614 Canyon Crossing Drive	Richmond	77406	425-351-9808	<a href="mailto:sewells@outlook.com">sewells@outlook.com</a>
	Hubenak Elementary	Carrie	Murphy	10910 Lombardia Court	Richmond	77406	501-454-7041	<a href="mailto:cjmurphy6635@sbcglobal.net">cjmurphy6635@sbcglobal.net</a>
	Huggins Elementary	Sean	Murphy	4410 Oxbow Circle East	Weston Lakes	77441	713-253-5500	<a href="mailto:hugginsabc@yahoo.com">hugginsabc@yahoo.com</a>
	Huggins Elementary	Suzanne	Loehr	3722 Westerdale Dr	Fulshear	77441	281-341-7141	<a href="mailto:ssloehr@gmail.com">ssloehr@gmail.com</a>
	Hutchison Elementary	Troy	Carter	6123 Baron Hills Lane	Sugar Land	77479	281-686-2318	<a href="mailto:tcarter64@msn.com">tcarter64@msn.com</a>
	Hutchison Elementary	Charles	Oesch	22022 Skyridge Lane	Richmond	77469	281-515-9010	<a href="mailto:charlesoesch@gmail.com">charlesoesch@gmail.com</a>
	Jackson Elementary	Esmeralda	Mendoza	1327 Aurelia Lane	Rosenberg	77471	832-379-9205	<a href="mailto:mjldktmendoza@gmail.com">mjldktmendoza@gmail.com</a>
	Jackson Elementary	Tere	Coca	710 San Carlos Road	Rosenberg	77471	832-746-6448	<a href="mailto:terecoca74@gmail.com">terecoca74@gmail.com</a>
	Long Elementary	Debbie	Helbert	605 Country Club Drive	Richmond	77469	281-851-4844	<a href="mailto:dhelbert68@gmail.com">dhelbert68@gmail.com</a>
	Long Elementary	Misty	Baxter	1306 Dudley Street	Richmond	77469	281-232-9175	<a href="mailto:mdbaxter99@yahoo.com">mdbaxter99@yahoo.com</a>
	McNeill Elementary	Payal	Pagni	21018 Shelby Meadow Lane	Richmond	77407	630-776-0014	<a href="mailto:payal.pagni@gmail.com">payal.pagni@gmail.com</a>
	McNeill Elementary	Laura	Jeffery	20015 Shore Meadows Lane	Richmond	77407	281-744-0822	<a href="mailto:laura.jeffery265@gmail.com">laura.jeffery265@gmail.com</a>
	Meyer Elementary	Stephanie	Stephens	1230 Blackhawk Ridge Court	Rosenberg	77471	832-541-7764	<a href="mailto:ststeph81@yahoo.com">ststeph81@yahoo.com</a>
	Meyer Elementary	Susan	Patterson	8615 Westbrook Forest Drive	Sugar Land	77479	281-545-9493	<a href="mailto:supatterson@lcisd.org">supatterson@lcisd.org</a>
	Pink Elementary	Carolyn	Thomas	208 Collins Road	Richmond	77469	832-935-1355	<a href="mailto:carolynthomas914@yahoo.com">carolynthomas914@yahoo.com</a>
	Pink Elementary	Jennifer	Cabrera	1903 Center Street	Richmond	77469	713-806-9602	<a href="mailto:jennifer.r.cabrera@gmail.com">jennifer.r.cabrera@gmail.com</a>
	Ray Elementary	Laura	Sugawara	215 Twin Lane	Rosenberg	77471	832-250-0286	<a href="mailto:laurasugawara@rocketmail.com">laurasugawara@rocketmail.com</a>
	Ray Elementary	Erica	Cuellar	1710 Louise Street, Trailer 13	Rosenberg	77471	281-797-4204	<a href="mailto:cuellar0609@yahoo.com">cuellar0609@yahoo.com</a>



CAMPUS	FIRST	LAST	ADDRESS	CITY	ZIP	PHONE	EMAIL
Smith Elementary	Hilda	Mendenhall	1504 Manor Drive	Rosenberg	77471	713-382-6908	none listed
Smith Elementary	Tammi	Bankston	1401 Manor Drive	Rosenberg	77471	281-755-0406	<a href="mailto:tammiaichroth@yahoo.com">tammiaichroth@yahoo.com</a>
Thomas Elementary	Brian	Moore	227 Golden Grain Drive	Rosenberg	77469	832-859-9130	<a href="mailto:brian@rocklandins.com">brian@rocklandins.com</a>
Thomas Elementary	Michael	Jackson	7610 Summer Night Lane	Rosenberg	77469	979-864-6227	<a href="mailto:mjackson@lcsd.org">mjackson@lcsd.org</a>
Travis Elementary	Zaida	Ray	7443 Pipe Creek Lane	Richmond	77407	713-492-5552	<a href="mailto:zpgalvez@gmail.com">zpgalvez@gmail.com</a>
Travis Elementary	Krystle	Sanchez	1831 Greengate	Rosenberg	77471	832-689-7802	<a href="mailto:krystle.m.sanchez@gmail.com">krystle.m.sanchez@gmail.com</a>
Velasquez Elementary	Diana	Garcia	8811 Lady Laura Lane	Richmond	77469	281-787-1053	<a href="mailto:dgarcia43@comcast.net">dgarcia43@comcast.net</a>
Velasquez Elementary	Delon	Bilodeau	506 Fernglade Drive	Richmond	77406	832-223-2600	<a href="mailto:dbilodeau@lcsd.org">dbilodeau@lcsd.org</a>
Williams Elementary	Gabriel	Garza	711 Brazos Trace Drive	Richmond	77469	281-232-7286	<a href="mailto:ggarza@garza-mclain.com">ggarza@garza-mclain.com</a>
Williams Elementary	Darcholcia	Easley	1234 Blue Leaf Drive	Richmond	77469	281-633-0865	<a href="mailto:cholciaeasley@yahoo.com">cholciaeasley@yahoo.com</a>

### Middle Schools

Navarro Middle	Sandy	Southern	1100 West Street	Rosenberg	77471	832-588-8650	<a href="mailto:slsouthern@sbcglobal.net">slsouthern@sbcglobal.net</a>
Navarro Middle	Lisa	Reyes	215 Mebane Lane	Rosenberg	77471	832-877-5472	<a href="mailto:jaylisa.reyes@yahoo.com">jaylisa.reyes@yahoo.com</a>
Ryon Middle	Mary	Mays	534 Taskwood Drive	Richmond	77469	281-300-2836	<a href="mailto:toamays@gmail.com">toamays@gmail.com</a>
Ryon Middle	Angel	Bailey	8015 Lake Commons Drive	Rosenberg	77469	713-858-7723	<a href="mailto:angelfbailey@sbcglobal.net">angelfbailey@sbcglobal.net</a>
Wertheimer Middle	Tiffani	Smith	10911 Starling Creek Drive	Richmond	77406	281-684-8089	<a href="mailto:tiffani1128@gmail.com">tiffani1128@gmail.com</a>
85 Wertheimer Middle	Michael	Shannon	23435 Amoroso Street	Richmond	77406	832-216-0862	<a href="mailto:genie.vyper@yahoo.com">genie.vyper@yahoo.com</a>
Wessendorff Middle	Anjali	Rami	2502 Sparrow Branch Court	Sugar Land	77479	281-633-2010	<a href="mailto:anjalirami@yahoo.com">anjalirami@yahoo.com</a>
Wessendorff Middle	Karrin	Loser	2307 Willow Bend Court	Richmond	77407	281-232-5439	<a href="mailto:karrinloser@comcast.net">karrinloser@comcast.net</a>

### Jr. High Schools

Briscoe Jr. High	Kevin	Ellis	2411 La Salle Lane	Richmond	77406	281-232-2820	none listed
Briscoe Jr. High	Patricia	Garner	22131 Leirop Drive	Richmond	77407	832-945-2428	<a href="mailto:patricia.garner@co.fort-bend.tx.us">patricia.garner@co.fort-bend.tx.us</a>
Briscoe Jr. High	Leslie	Castillo	26331 Parkman Grove Drive	Richmond	77406	832-276-5099	<a href="mailto:asc1378@gmail.com">asc1378@gmail.com</a>
George Jr. High	Ashley	White	6206 Pleak Road	Richmond	77469	281-684-0804	<a href="mailto:awhite@apqc.org">awhite@apqc.org</a>
George Jr. High	Kennar	Sneed	5525 Reading Road, Apt. 2306	Rosenberg	77471	832-343-5457	<a href="mailto:sneedbosslady@gmail.com">sneedbosslady@gmail.com</a>
George Jr. High	Connie	Alameda	3319 Cypress Landing Court	Rosenberg	77471	281-633-1525	<a href="mailto:calameda@lcsd.org">calameda@lcsd.org</a>
Lamar Jr. High	Cindy	Kainer	2102 Crestwood Drive	Richmond	77469	281-232-9739	<a href="mailto:ckkainer@att.net">ckkainer@att.net</a>
Lamar Jr. High	Robert	Watts	2702 Misty River Lane	Richmond	77406	281-344-9629	<a href="mailto:srwatts25@comcast.net">srwatts25@comcast.net</a>
Lamar Jr. High	Elias	Garcia	501 S. Fifth Street	Richmond	77469	806-773-1148	<a href="mailto:ave.garcia@comcast.net">ave.garcia@comcast.net</a>
Reading Jr. High	Denise	Silva	1803 Oak Shade Drive	Sugar Land	77479	281-989-9965	<a href="mailto:dsilva@chevron.com">dsilva@chevron.com</a>
Reading Jr. High	Amanda	Gutierrez	207 Summer Gate Court	Rosenberg	77471	713-201-2581	<a href="mailto:seckfort@aol.com">seckfort@aol.com</a>
Reading Jr. High	Greg	Lippmann	603 Honeysuckle Vine Drive	Rosenberg	77471	832-914-3422	<a href="mailto:gjlipppmann@gmail.com">gjlipppmann@gmail.com</a>

### High Schools

Foster High	Donna	Wheeler	5310 Bridal Wreath	Richmond	77406	281-544-2963	<a href="mailto:dtwheeler@sbcglobal.net">dtwheeler@sbcglobal.net</a>
Foster High	Jeff	Haley	5107 Cypress Green Lane	Richmond	77406	832-344-6040	<a href="mailto:jeff@sienv.com">jeff@sienv.com</a>
Foster High	Jesse	Gonzales	1903 Hanover Springs Lane	Richmond	77406	281-342-8268	<a href="mailto:jesselisa@att.net">jesselisa@att.net</a>

<u>CAMPUS</u>	<u>FIRST</u>	<u>LAST</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>PHONE</u>	<u>EMAIL</u>
George Ranch High	Paul	Cruz	7315 Red River Drive	Richmond	77469	281-389-0122	none listed
George Ranch High	Rebecca	Knight	718 River Delta Lane	Richmond	77469	281-762-7150	<a href="mailto:knightblkj@comcast.net">knightblkj@comcast.net</a>
George Ranch High	Leroy	Franklin	5827 Sagamore Bay Lane	Richmond	77469	281-450-7978	<a href="mailto:lefranklin1993@yahoo.com">lefranklin1993@yahoo.com</a>
Lamar Consolidated High	Larry	Blackmon	1109 Golid Street	Richmond	77469	281-725-2503	<a href="mailto:larryblackmon54@yahoo.com">larryblackmon54@yahoo.com</a>
Lamar Consolidated High	Edwin	Taylor	2607 Lake Springs Court	Richmond	77469	281-221-2582	<a href="mailto:etaylor23@sbcglobal.net">etaylor23@sbcglobal.net</a>
Lamar Consolidated High	Karen	Walsh	2119 Spur Canyon Court	Richmond	77469	610-568-2492	<a href="mailto:ericwalshfamily@gmail.com">ericwalshfamily@gmail.com</a>
Terry High	Andrea	Foster	3918 Cloudbluff Lane	Richmond	77469	832-531-0598	<a href="mailto:andreafooster1010@gmail.com">andreafooster1010@gmail.com</a>
Terry High	Omar	Chavarria	6903 Harpers Drive	Richmond	77469	281-344-7763	<a href="mailto:oc8199@att.com">oc8199@att.com</a>
Terry High	Shonta	Carter	307 Arbor Green Lane	Richmond	77469	281-763-9367	<a href="mailto:scarter@lcisd.org">scarter@lcisd.org</a>

## **THE LCISD ZONING PROCESS**

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

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

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

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

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

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

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

**LCISD ZONING PROCESS**

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
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 recommendations 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 recommendation and allow for public comments.	Submit final recommendation to the Board Zoning Committee for input.	Submit final recommendation for Board approval.

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

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

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

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

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

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

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

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

## **Master Plan Principles Adopted by the Board May 15, 2003**

1. To maximize enrollment at all campuses:

- Elementary schools                      750 maximum
- Middle schools (6)                      750 maximum
- Junior high schools (7-8)              1400 maximum
- High schools                              2000 maximum

2. To embrace the neighborhood school concept for all elementary students who reside in Lamar CISD.

3. To house grades PK-5 in all elementary school to ensure parents and students that they can enjoy six years of attending school on the same campus.

4. To reflect the ethnic balance of the school district in grades 6-12.

5. To locate schools with grades 6-12 in the same general area.

6. To minimize the alteration of high school zones.

7. To provide adequate space for school/community-based education programs.

## **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 – Foster High School – 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

**CONSIDER APPROVAL OF NETWORK STORAGE AND SERVERS**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of network data storage and server hardware and installation and configuration services in the amount of \$560,896.98 from Dell.

**IMPACT/RATIONALE:**


The District has outgrown the network storage solution for servers, data storage, backups, and disaster recovery. Replacing the systems will result in a fast, reliable system with scalable storage, redundancy of systems across multiple locations, disaster recovery/business continuity, and support.

**PROGRAM DESCRIPTION:**

Technology Services worked with the Purchasing Department to ensure a properly procured contract. Network Services met with several vendors to identify and analyze possible solutions. Each vendor offered pricing through cooperative purchasing contracts. Dell offers these products and services through a DIR contract and their solution is best suited to the needs of the District and includes five years of support. Funds from the Technology portion of the 2011 bond dedicated to network infrastructure will be used to fund this project.

Submitted by: David Jacobson, Chief Technology Information Officer  
Jason Bright, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent



<b>Dell - EST Group</b>		Notes
Primary Equipment Fulshear	\$ 332,534.54	Servers, Switches & Storage, Includes 5Yr Support
Rack for Fulshear	\$ 2,175.98	Rack for Equipment
VMware Site Recovery Manager	\$ 11,281.82	Failover Management Software for Rosenberg & Fulshear
Primary Equipment Rosenberg	\$ 147,153.39	Servers, Switches & Storage, Includes 5Yr Support
vSphere Essentials Plus	\$ 5,201.25	Virtual Machine Software License for Rosenberg
Services	\$ 62,550.00	Installation, Testing, and Migration Services
<b>Total</b>	<b>\$ 560,896.98</b>	

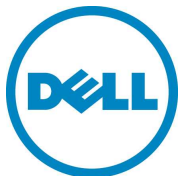
<b>Tintri - FreeIT</b>		Notes
Primary Equipment	\$ 332,600.00	3Yr Support \$27,546 Yr. 4 on
DR Equipment	\$ 332,914.87	3Yr Support \$27,546 Yr. 4 on
VMware SRM	\$ 14,100.00	
Install and Migration		Included with equipment cost.
<b>Total</b>	<b>\$ 679,614.87</b>	

<b>Nimble - ARC</b>		Notes
Primary/DR Equipment	\$ 574,749.99	5Yr Support
VMware SRM	\$ 14,100.00	
Install and Migration	\$ 10,000.00	Hardware install done by Nimble
<b>Total</b>	<b>\$ 598,849.99</b>	

<b>Hitachi - Lumenate</b>		Notes
Primary Equipment	\$ 337,674.00	3Yr Support
DR Equipment	\$ 135,083.00	3Yr Support
Zerto	\$ 22,118.00	
Install and Migration	\$ 26,000.00	
<b>Total</b>	<b>\$ 520,875.00</b>	

<b>EMC - Netsync</b>		Notes
Primary/DR Equipment	\$ 822,717.54	3Yr Support
Install and Migration		Included with equipment cost.
<b>Total</b>	<b>\$ 822,717.54</b>	





**QUOTATION**

Quote #: 707364466  
 Customer #: 112761142  
 Contract #: 42AFU  
 Customer Agreement #: DIR-SDD-1951  
 Quote Date: 05/11/2015  
 Customer Name: LAMAR CISD

Date: 5/11/2015

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**Sales Professional Information**

SALES REP: MICHAEL A HAMILTON      PHONE: 1800 - 4563355  
 Email Address: [Michael\\_Hamilton@Dell.com](mailto:Michael_Hamilton@Dell.com)      Phone Ext: 4167719

**GROUP: 1    QUANTITY: 2    SYSTEM PRICE: \$1,087.99    GROUP TOTAL: \$2,175.98**

Description	Quantity
Dell Netshelter SX 42U Rack - 600mm Wide x 1070mm Deep (A7545497)	2

**\*Total Purchase Price: \$2,175.98**  
**Product Subtotal: \$2,175.98**  
**Tax: \$0.00**  
**Shipping & Handling: \$0.00**  
**State Environmental Fee: \$0.00**  
**Shipping Method: LTL 5 DAY OR LESS**  
 (\* Amount denoted in \$)

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**QUOTATION**

Quote #: 705218886  
 Customer #: 112761142  
 Contract #: 42AFU  
 Customer Agreement #: DIR-SDD-1951  
 Quote Date: 04/08/2015  
 Customer Name: LAMAR CISD

Date: 4/8/2015

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Sales Professional Information			
SALES REP:	MICHAEL A HAMILTON	PHONE:	1800 - 4563355
Email Address:	<a href="mailto:Michael.Hamilton@Dell.com">Michael.Hamilton@Dell.com</a>	Phone Ext:	4167719

SOFTWARE & ACCESSORIES	GROUP TOTAL: \$11,281.82		
Product	Quantity	Unit Price	Total
ACAD vCenter Site Recovery Manager 6 Standard (25 VM Pack) (A8259757)	2	\$2,574.00	\$5,148.00
ACAD Production SNS for vCenter Site Recovery Manager 6 Standard (25 VM Pack) for 3 years (A8259761)	2	\$3,066.91	\$6,133.82

COMMENT
JASON BRIGHT
JBRIGHT@LCISD.ORG

<b>*Total Purchase Price:</b>	<b>\$11,281.82</b>
<b>Product Subtotal:</b>	\$11,281.82
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

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foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

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							LAMAR CISD	
5/1/2015							112761142	
Proposal Date	Quote #	Product Description	QTY	Subtotal	Tax	Shipping	Extended	Application Description
	706894568	Dell Networking N4032F, 24x 10GbE SFP+ Fixed Ports	2	\$14,577.78	\$0.00	\$0.00	\$14,577.78	
	705596569	PowerEdge FX2	1	\$35,764.03	\$0.00	\$0.00	\$35,764.03	
	705496536	DR4100 18TB	1	\$17,087.70	\$0.00	\$0.00	\$17,087.70	
	DLA92910B	SC4020 10Gb iSCSI - 4ports	1	\$79,263.88	\$0.00	\$460.00	\$79,723.88	
		Software and Peripherals						

Project Totals	
Hardware	\$146,693.39
Software and Peripherals	\$0.00
Shipping	\$460.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$147,153.39</b>

Storage Specialist  
 Nicholas Loranc  
 nicholas\_loranc@dell.com  
 512-513-1282

ADVANCED SOLUTIONS GROUP





**QUOTATION**

Quote #: 705219028  
 Customer #: 112761142  
 Contract #: 42AFU  
 CustomerAgreement #: DIR-SDD-1951  
 Quote Date: 04/08/2015  
 Customer Name: LAMAR CISD

Date: 4/8/2015

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Email Address:	<a href="mailto:Michael.Hamilton@Dell.com">Michael.Hamilton@Dell.com</a>	Phone Ext:	4167719

SOFTWARE & ACCESSORIES	GROUP TOTAL: \$5,201.25		
Product	Quantity	Unit Price	Total
ACAD vSphere 6 Essentials Plus Kit for 3 hosts (Max 2 processors per host) (A8260657)	1	\$2,373.36	\$2,373.36
ACAD Production SNS vSphere 6 Essentials Plus Kit for 3 years (A8260624)	1	\$2,827.89	\$2,827.89

COMMENT
JASON BRIGHT
JBRIGHT@LCISD.ORG

<b>*Total Purchase Price:</b>	<b>\$5,201.25</b>
<b>Product Subtotal:</b>	\$5,201.25
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

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## ***Lamar Consolidated ISD*** **Dell Hardware Implementation**

**May 6, 2015**

***Confidential***

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## Statement of Work

---

This Statement of Work is dated May 6, 2015 and entered into between EST GROUP and Lamar CISD ("Client").

This SOW must be signed and returned to EST GROUP prior to any work being performed. EST GROUP and Client agree as follows:

### Objective

Lamar Consolidated Independent School District is looking to purchase Dell hardware that includes storage, servers, networking, and backup disk appliances. The solution also includes VMware vSphere 6 and Site Recovery Manager. EST Group will be installing and configuring all hardware and software for this solution.

### Specifications

#### Dell Hardware

- Install and configure Dell SC8000 Controller and Enclosures at Production Site
- Install and configure Dell FS8600 NAS appliance for Dell Compellent at Production Site
- Install and configure two Dell PowerEdge FX2 chassis with six FC630 server blades at Production Site
- Install and configure two Dell Networking S4810 switches at Production Site
- Install and configure Dell DR4100 backup disk target at Production Site
- Install and configure Dell SC4020 at DR Site
- Install and configure Dell FS8600 at DR Site
- Install and configure Dell PowerEdge FX2 chassis with three FC630 server blades at DR Site
- Install and configure two Dell Networking N4032F switches at DR Site
- Install and configure Dell DR4100 backup disk target at DR Site
- Establish replication connectivity between Dell SC8000 and Dell SC4020
- Establish replication connectivity between the two DR4100s
- Provide knowledge transfer for best practice daily maintenance tasks

#### VMware

- Install and configure VMware ESXi on up to nine hosts
- Install and configure VMware vCenter server at both Production and DR Sites
- Install and configure VMware Site Recovery Manager
- Create VMware SRM policies for up to 50 virtual machines
- Provide knowledge transfer for best practice daily maintenance tasks

### Assumptions

- Client will make available to EST GROUP the resources necessary to perform the analysis and design efforts as is related to the project. Resources may include access to personnel for interviews, related documents and related computer systems. As these resources are necessary to keep the project on the projected timeline, delays may occur in the event they become unavailable.
- Hardware purchases related to recommendations are not included in this project scope of work. On request, EST GROUP will assist the client in finding the best possible vendor.
- Software purchases related to recommendations are not included in this project scope of work. On request, EST GROUP will assist the client in finding the best possible vendor.



## Statement of Work

- Licensing purchases related to recommendations are not included in this project scope of work. On request, EST GROUP will assist the client in finding the best possible vendor.
- Client will perform and verify backups of all devices used in completing the tasks outlined in this SOW.
- Client will provide access to all devices, facilities and services necessary to complete the tasks in this SOW in a timely manner. Failure to provide timely access will be considered out of scope and billed at the normal rate.

### **Additional Software**

### **Additional Hardware**

### **Deliverables**

- As installed and configured final document



# Invoicing

This is a Project priced quote and this pricing is valid for a 30-day period. Client will be invoiced upon completion of the individual milestones listed below due net 30.

Any services provided, other than those covered under this SOW, shall be considered out of scope and may require a change order. Client agrees that EST GROUP shall be able to allocate resources, as EST GROUP deems appropriate, so long as such allocation does not cause production costs to exceed the amount provided herein.

Production Site Hardware	\$17,850.00
DR Site Hardware	\$11,900.00
VMware vSphere 6	\$8,950.00
VMware Site Recovery Manager	\$17,850.00
Travel – up to four weeks	\$6,000.00

<b>Total:</b>	<b>\$62,550.00</b>
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In addition to other rights and remedies available to EST GROUP hereunder and under the law, EST GROUP shall have the right to suspend all services under this SOW in the event of Client’s failure to pay any open invoice with fifteen (15) days following due date.

The foregoing is agreed to by:

Lamar Consolidated ISD:

EST GROUP:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Please fax orders to 817.210.4211 or email to [orders@est-grp.com](mailto:orders@est-grp.com)**

**INFORMATION ITEM: SENATE BILL 149 AND INDIVIDUAL GRADUATION COMMITTEES**

Senate Bill 149 requires school districts and open-enrollment charter schools to convene individual graduation committees (IGCs), for 12<sup>th</sup> grade students who have failed to pass no more than two of the five required end-of-course (EOC) tests. Individual Graduation Committees will include:

- The campus principal or their designee,
- The teacher of the relevant course(s) for each EOC test failed,
- The department chair or lead teacher supervising the teacher(s) of the relevant course(s), and
- Either the student's parent/guardian, a designated advocate if the parent/guardian is unable to attend, or the student, at his/her option, if the student is at least 18 years of age or is an emancipated minor.

District superintendents are required to establish procedures for convening the IGCs and for appointing alternative committee members for this school year only. Districts are required to make a good faith effort to notify the parent/guardian of the IGC meeting. Notice must be provided in person, by mail or by e-mail; be clear and easy to understand; and be written in English, Spanish, or to the extent practicable, in the individual's native language.

To be eligible to graduate and receive a diploma via the IGC, a student must successfully complete either the curriculum requirements under State Board of Education rules, or the curriculum requirements under the commissioner's transition plan.

IGCs must consider the following in determining whether a student is qualified to graduate:

- Recommendations of the teachers in each course where an EOC test was failed
- Grades in each of the courses where an EOC test was failed
- Scores on the relevant failed EOC tests
- Student performance on the additional academic requirements
- Hours of remediation attended, including college preparatory courses
- Attendance and successful completion of transitional college courses in reading or mathematics
- School attendance rate
- Satisfaction of any of the Texas Success Initiative (TSI) college readiness benchmarks set by THECB (SAT, ACT, or TSIA cut scores)
- Successful completion of a dual credit course in one of the four core subject areas
- Successful completion of a Pre-AP, or AP program course in one of the four core subject areas
- An "Advanced High" rating on the most recent high school administration of TELPAS
- A score of 50 or better on a CLEP test
- Scores on ACT, SAT, or ASVAB tests
- Completion of a sequence of CTE program courses required to attain an industry-recognized credential or certificate
- Overall preparedness for postsecondary success

IGCs can authorize eligible students to graduate based on the above considerations and additional requirements if 1) the committee decision is unanimous and 2) the student has passed all curriculum requirements for graduation per SBOE or commissioner transition rule. Students cannot graduate via the IGC before their 12<sup>th</sup> grade year.

All LCISD high schools have begun the process to implement SB 149, with initial IGCs being held for the 29 students eligible for review under SB 149.

Resource Persons: Dr. Walter Bevers, Executive Director of Secondary Education  
Valerie Vogt, Academic Administrator  
Dr. Jennifer Roberts, Director of Student Support Services



**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF APRIL 30, 2015)**

- Exhibit "A" gives the LCISD collections made during the month of April 30, 2015.
- 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 April 30, 2015, LCISD had collected 97.9% 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  
April 2015**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
14	\$ 1,964,457.83	\$ 104,757.65	\$ 19,675.37	\$ 2,088,890.85	\$ 1,469,827.87	\$ 98,056.19	\$ 494,629.96	\$ 26,376.83
13	\$ 68,756.80	\$ 14,024.36	\$ 11,923.50	\$ 94,704.66	\$ 51,444.52	\$ 22,416.65	\$ 17,312.28	\$ 3,531.21
12	\$ 28,883.02	\$ 4,658.19	\$ 3,122.11	\$ 36,663.32	\$ 21,610.57	\$ 6,607.41	\$ 7,272.45	\$ 1,172.89
11	\$ 42,061.90	\$ 2,821.64	\$ 1,329.08	\$ 46,212.62	\$ 30,865.94	\$ 3,399.65	\$ 11,195.96	\$ 751.07
10	\$ 43,538.10	\$ 3,687.00	\$ 1,647.94	\$ 48,873.04	\$ 32,546.26	\$ 4,404.11	\$ 10,991.84	\$ 930.83
09	\$ 42,194.97	\$ 3,227.70	\$ 1,227.33	\$ 46,650.00	\$ 33,176.11	\$ 3,770.02	\$ 9,018.86	\$ 685.01
08	\$ 5,162.87	\$ 2,514.47	\$ 759.88	\$ 8,437.22	\$ 4,066.02	\$ 2,742.74	\$ 1,096.85	\$ 531.61
07	\$ 5,220.03	\$ 2,496.58	\$ 711.84	\$ 8,428.45	\$ 4,023.16	\$ 2,636.12	\$ 1,196.87	\$ 572.30
06	\$ 1,562.97	\$ 870.19	\$ 84.96	\$ 2,518.12	\$ 1,343.22	\$ 832.80	\$ 219.75	\$ 122.35
05	\$ 315.19	\$ 323.54	\$ 102.89	\$ 741.62	\$ 278.50	\$ 388.77	\$ 36.69	\$ 37.66
04	\$ 1,424.86	\$ 1,555.64	\$ 454.80	\$ 3,435.30	\$ 1,255.99	\$ 1,825.34	\$ 168.87	\$ 185.10
03	\$ 1,173.14	\$ 1,368.24	\$ 282.57	\$ 2,823.95	\$ 1,057.20	\$ 1,515.59	\$ 115.94	\$ 135.22
02	\$ 1,182.75	\$ 1,484.06	\$ 284.00	\$ 2,950.81	\$ 1,065.86	\$ 1,621.39	\$ 116.89	\$ 146.67
01	\$ 0.10	\$ 0.12	\$ 0.02	\$ 0.24	\$ 0.09	\$ 0.13	\$ 0.01	\$ 0.01
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ 317.19	\$ 731.07	\$ 157.23	\$ 1,205.49	\$ 287.98	\$ 820.96	\$ 29.21	\$ 67.34
95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 2,206,251.72</b>	<b>\$ 144,520.45</b>	<b>\$ 41,763.52</b>	<b>\$ 2,392,535.69</b>	<b>\$ 1,652,849.29</b>	<b>\$ 151,037.87</b>	<b>\$ 553,402.43</b>	<b>\$ 35,246.10</b>

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 4/30/2015
14	\$ 153,118,132.97	\$ 8,512,048.98	\$ 161,630,181.95	\$ 158,315,449.27	\$ 435,840.79	\$ 30,305.57	\$ 158,781,595.63	\$ 3,314,732.68
13	\$ 1,255,694.38	\$ (6,911.35)	\$ 1,248,783.03	\$ 603,381.93	\$ 144,780.05	\$ 138,435.08	\$ 886,597.06	\$ 645,401.10
12	\$ 562,734.52	\$ 90,149.30	\$ 652,883.82	\$ 226,569.23	\$ 49,262.93	\$ 37,034.63	\$ 312,866.79	\$ 426,314.59
11	\$ 421,568.34	\$ 124,213.23	\$ 545,781.57	\$ 203,624.41	\$ 35,087.48	\$ 20,360.42	\$ 259,072.31	\$ 342,157.16
10	\$ 346,021.54	\$ 123,351.47	\$ 469,373.01	\$ 174,506.54	\$ 26,602.47	\$ 13,568.06	\$ 214,677.07	\$ 294,866.47
09	\$ 319,942.03	\$ (138,583.24)	\$ 181,358.79	\$ (35,067.42)	\$ 20,463.51	\$ 8,698.90	\$ (5,905.01)	\$ 216,426.21
08	\$ 229,982.26	\$ (5,841.90)	\$ 224,140.36	\$ 40,673.13	\$ 15,189.23	\$ 6,149.85	\$ 62,012.21	\$ 183,467.23
07	\$ 214,577.50	\$ (870.16)	\$ 213,707.34	\$ 16,301.02	\$ 10,595.37	\$ 3,997.11	\$ 30,893.50	\$ 197,406.32
06	\$ 142,253.02	\$ (647.66)	\$ 141,605.36	\$ 7,699.05	\$ 6,777.71	\$ 2,357.06	\$ 16,833.82	\$ 133,906.31
05	\$ 172,988.77	\$ (768.70)	\$ 172,220.07	\$ 3,495.20	\$ 3,870.39	\$ 1,374.48	\$ 8,740.07	\$ 168,724.87
04	\$ 77,378.37	\$ (1,088.48)	\$ 76,289.89	\$ 5,927.67	\$ 7,341.59	\$ 2,486.06	\$ 15,755.32	\$ 70,362.22
03	\$ 54,572.27	\$ (488.75)	\$ 54,083.52	\$ 4,123.30	\$ 5,518.64	\$ 1,346.30	\$ 10,988.24	\$ 49,960.22
02	\$ 38,021.35	\$ (440.32)	\$ 37,581.03	\$ 3,307.42	\$ 4,675.36	\$ 1,063.74	\$ 9,046.52	\$ 34,273.61
01	\$ 35,216.74	\$ (439.87)	\$ 34,776.87	\$ 2,696.11	\$ 4,229.97	\$ 965.54	\$ 7,891.62	\$ 32,080.76
00	\$ 29,957.67	\$ (406.51)	\$ 29,551.16	\$ 2,273.07	\$ 4,538.62	\$ 839.33	\$ 7,651.02	\$ 27,278.09
99	\$ 33,243.45	\$ (402.18)	\$ 32,841.27	\$ 4,083.42	\$ 7,547.94	\$ 1,668.85	\$ 13,300.21	\$ 28,757.85
98	\$ 24,584.53	\$ (258.25)	\$ 24,326.28	\$ 4,222.12	\$ 8,386.42	\$ 1,842.48	\$ 14,451.02	\$ 20,104.16
97	\$ 21,326.71	\$ (100.86)	\$ 21,225.85	\$ 2,385.85	\$ 4,945.06	\$ 1,050.84	\$ 8,381.75	\$ 18,840.00
96	\$ 22,076.64	\$ (210.69)	\$ 21,865.95	\$ 4,272.00	\$ 8,914.82	\$ 2,075.62	\$ 15,262.44	\$ 17,593.95
95	\$ 23,131.17	\$ (422.47)	\$ 22,708.70	\$ 4,115.82	\$ 9,802.38	\$ 2,087.75	\$ 16,005.95	\$ 18,592.88
94	\$ 10,752.59	\$ (363.86)	\$ 10,388.73	\$ 3,569.15	\$ 8,924.90	\$ 1,874.11	\$ 14,368.16	\$ 6,819.58
93	\$ 9,937.97	\$ (129.76)	\$ 9,808.21	\$ 3,196.93	\$ 8,380.33	\$ 1,736.58	\$ 13,313.84	\$ 6,611.28
92	\$ 6,062.67	\$ (49.56)	\$ 6,013.11	\$ 2,151.88	\$ 5,886.39	\$ 1,205.74	\$ 9,244.01	\$ 3,861.23
91 & prior	\$ 16,774.19	\$ -	\$ 16,774.19	\$ 4,574.36	\$ 13,705.30	\$ 2,724.31	\$ 21,003.97	\$ 12,199.83
<b>Totals</b>	<b>\$157,186,931.65</b>	<b>\$8,691,338.41</b>	<b>\$165,878,270.06</b>	<b>\$ 159,607,531.46</b>	<b>\$851,267.65</b>	<b>\$285,248.41</b>	<b>\$160,744,047.52</b>	<b>\$6,270,738.60</b>

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

<b>MONTH</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
<b>DEC</b>	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
<b>JAN</b>	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
<b>FEB</b>	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
<b>MAR</b>	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
<b>APR</b>	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
<b>MAY</b>		98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
<b>JUNE</b>		98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
<b>JULY</b>		99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
<b>AUG</b>		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 APRIL 30, 2015**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 4/30/2015</b>	<b>% OF BUDGET COLLECTED</b>
2014	2014-15	\$157,962,977	\$158,315,449	100.22%
2013 & Prior	2013-14 & Prior	\$2,150,000	\$1,292,082	60.10%
<b>TOTAL</b>		<b>\$160,112,977</b>	<b>\$159,607,531</b>	<b>99.68%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF APRIL 30, 2015**

Exhibit E

SCHOOL YEAR TAX YEAR	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726	153,118,133
1 Collections	\$ 128,154,416	132,086,020	136,117,707	140,561,034	148,220,912	158,315,449
Adj. To Roll	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,929,880	8,512,049
2 Collections	\$ 1,349,141	1,050,557	915,762	739,542	603,382	
Adj. To Roll	\$ (117,676)	53,764	(64,337)	65,612	(6,911)	
3 Collections	\$ 368,541	329,317	286,833	226,569		
Adj. To Roll	\$ 67,079	13,438	162,075	90,149		
4 Collections	177,479	199,270	203,624			
Adj. To Roll	(27,690)	148,691	124,213			
5 Collections	\$ 173,708	174,507				
Adj. To Roll	\$ 167,394	123,351				
6 Collections	\$ (35,067)					
Adj. To Roll	\$ (138,583)					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 130,188,217	\$ 133,839,670	\$ 137,523,927	\$ 141,527,145	\$ 148,824,294	\$ 158,315,449
<b>ADJUSTED TAX ROLL</b>	\$ 130,404,644	\$ 134,134,534	\$ 137,866,084	\$ 141,953,460	\$ 149,469,695	\$ 161,630,182
<b>BALANCE TO BE COLLECTED</b>	\$ 216,427	\$ 294,865	\$ 342,157	\$ 426,315	\$ 645,401	\$ 3,314,733
<b>ADJ. TAXABLE VALUE</b>	\$ 10,049,292,496	\$ 9,829,946,465	\$ 9,918,066,510	\$ 10,212,111,778	\$ 10,752,828,680	\$ 11,627,652,383
<b>TOTAL % COLLECTIONS AS OF April 30, 2015</b>	99.8%	99.8%	99.8%	99.7%	99.6%	97.9%
<b>TAX RATE</b>	\$ 1.29765	1.36455	1.39005	1.39005	1.39005	1.39005

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Bass Construction (Misc. Renovations 2015)	Application # 1	<b>\$ 107,160.67</b>
Charlie Kalkomey Surveying (Elementary #24)	Application # 1	<b>\$ 1,400.00</b>
Drymalla Construction (Arredondo Elementary)	Application # 12	<b>\$ 748,150.52</b>
Drymalla Construction (Fulshear HS)	Application # 10	<b>\$ 5,048,086.25</b>
Drymalla Construction (Leaman JHS)	Application # 9	<b>\$ 1,664,033.30</b>
Engineered Air Balance (Arredondo Elementary)	Application # 3	<b>\$ 2,635.00</b>
Engineered Air Balance (Natatorium #2)	Application # 3	<b>\$ 3,490.00</b>
Gamma Construction (Natatorium #2)	Application # 15	<b>\$ 34,599.00</b>
Gilbane (2011 Bond Program)	Application # 36	<b>\$ 259,026.00</b>
PBK Architects (Adolphus Elementary)	Application # 22	<b>\$ 3,346.17</b>
PBK Architects (Fulshear HS)	Application # 3	<b>\$ 36,692.76</b>
PBK Architects (Fulshear HS)	Application # 6	<b>\$ 73,385.53</b>
PBK Architects (Fulshear HS – Reimbursables)	Application # 5	<b>\$ 201.42</b>

PBK Architects (Lamar Baseball/Softball complex)	Application # 15	\$	<b>3,094.26</b>
PBK Architects (Leaman JHS)	Application # 5	\$	<b>39,294.64</b>
PBK Architects (Leaman JHS – Reimbursables)	Application # 2	\$	<b>201.43</b>
PBK Architects (Natatorium #2 – Reimbursables)	Application # 8	\$	<b>1,480.00</b>
PBK Architects (Transportation Satellite)	Application # 1	\$	<b>58,209.75</b>
Scott Equipment (Natatorium #2)	Application # 1	\$	<b>129,713.00</b>
Terracon (Arredondo Elementary)	Application # 11	\$	<b>852.50</b>
Terracon (Arredondo Elementary)	Application # 12	\$	<b>712.50</b>
Terracon (Elementary #24)	Application # 1	\$	<b>5,600.00</b>
Terracon (Fulshear HS)	Application # 8	\$	<b>13,550.00</b>
Terracon (Fulshear HS)	Application # 9	\$	<b>10,636.00</b>
Terracon (Leaman JHS)	Application # 8	\$	<b>6,918.00</b>
Terracon (Leaman JHS)	Application # 9	\$	<b>9,695.50</b>
Terracon (Traylor Stadium)	Application # 1	\$	<b>2,715.00</b>

Resource person: Kevin McKeever, Administrator for Operations



**INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE**

This agenda item is 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 April, 2015:**

- The Department completed 1,163 requests with 89 new requests
- 47 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Repairing rotary waste in the kitchen at Wertheimer Middle
- Repairing pole lighting at Hubenak Elementary
- Repairing pole lighting at Velasquez Elementary
- Repairing the intercom system at Pink Elementary
- Repairing clocks at Briscoe Junior High
- Repairing vandalized lockers at Lamar High
- Repairing the flag pole at Navarro Middle
- Setting up a portable power station for an event at George Ranch High
- Repairing vandalized window glass at the Development Center
- Cleaning the french drain in the playground area at Campbell Elementary
- Installing a new pencil sharpener in a classroom at Austin Elementary
- Repairing a table in the cafeteria at Austin Elementary
- Tightening all of the screws in the boys restroom at McNeill Elementary
- Completing an annual fire hydrant inspection at Beasley Elementary
- Repairing the urinals in the boys restroom at Terry High
- Repairing a computer tray in the computer lab at Hubenak Elementary
- Completing an annual fire hydrant inspection at Velasquez Elementary
- Completing an annual fire hydrant inspection at Lamar High
- Cleaning the black spots off the front sidewalk at Athletic Administration Complex
- Changing out light bulbs throughout the building at Athletic Administration Complex
- Replacing the broken rope anchor at the Natatorium
- Replacing a broken lens cover on a light fixture in the cafeteria at Terry High
- Repairing a bench in the cafeteria at Huggins Elementary
- Pressure washing the ramps to the portables at Hutchinson Elementary
- Replacing bulbs in a light fixture in the elevator at George Junior High
- Cutting a hole in the ceiling in the boys restroom at Pink Elementary
- Hanging a paper towel dispenser in the hallway at the Alternative Learning Center
- Adjusting gates at the Alternative Learning Center

- Replacing broken floor tile in a portable at the Alternative Learning Center
- Installing new bulbs in wall packs around the exterior of building at the Alternative Learning Center
- Completing a fire hydrant inspection at Lamar Junior High
- Re-installing the metal plate on the exit sign in a classroom at Lamar Junior High
- Replacing light bulbs in the main hallway at Frost Elementary
- Repairing the door stop on the gym door at Frost Elementary
- Replacing the diffuser in the light fixture in the gym at Frost Elementary
- Resetting ceiling tiles in the gym at Frost Elementary
- Repairing a drawer in a classroom at Hutchinson Elementary
- Repairing a soap dispenser in a restroom at Adolphus Elementary
- Repairing a computer tray in the administration area at Wessendorff Middle
- Repairing a sink drain leak at Lamar Junior High
- Unstopping a urinal at McNeill Elementary
- Replacing a cord plug on vocational equipment at Terry High
- Replacing three way switches at Terry High
- Relocating the wireless microphone system at Adolphus Elementary
- Creating and delivering keys to Lamar High
- Responding to afterhours fire alarm system trouble at Bowie Elementary
- Responding to afterhours fire alarm system trouble at the Natatorium
- Replacing batteries in the burglar alarm system at Lamar Junior High
- Removing graffiti from columns at Austin Elementary
- Lowering the trophy shelves in the dance studio at George Ranch High
- Hanging a bulletin board on the wall in the dance studio at George Ranch High
- Installing a louver vent in the door to the laundry room in the Kitchen at Frost Elementary
- Anchoring the shower head rod to the wall in the girls locker room at Reading Junior High
- Building shelves for the storage room at new Natatorium
- Repainting a wall in the hallway at Meyer Elementary
- Installing door stops on cafeteria doors at Meyer Elementary
- Changing light bulbs in the library at George Ranch High
- Repairing the toilet seat in the restroom at George Ranch High
- Repainting the address signs for Maintenance and Distribution
- Hanging a white board in the administration area at Reading Junior High
- Replacing the ballast and bulbs in a light fixture in a classroom at Reading Junior High
- Completing a fire hydrant inspection at Briscoe Junior High
- Power washing the sidewalk of the bus area at Briscoe Junior High
- Replacing the clinic sink faucet at Campbell Elementary
- Repairing a domestic water piping leak in the yard at George Ranch High
- Replacing an electrical transformer powering portables at Travis Elementary
- Building another portable power station for events/field days for all facilities
- Repairing the vocational shop air compressor at Briscoe Junior High
- Replacing PA speakers at the Natatorium

- Creating and delivering keys to Briscoe Junior High
- Resetting the fire alarm system at Foster High
- Replacing the fire alarm system device at the Alternative Learning Center
- Replacing ceiling tiles throughout Brazos Crossing
- Repairing the keyboard tray in a classroom at Thomas Elementary
- Replacing ceiling tiles in the stairway landing at Terry High
- Re-gluing the cove base in front of the teachers' lounge at McNeill Elementary
- Mounting the money box outside of the choir room at Briscoe Junior High
- Repainting the offices, kitchen, and restroom at the Distribution Center
- Repairing the panels in the restroom in the boys locker room at Lamar Junior High
- Touching up the wall in the teachers' lounge at Lamar Junior High
- Installing a new light cover on a light fixture at Lamar Junior High
- Installing a white board on the wall in an office at George Junior High
- Cleaning all aerators in the ladies restroom at Brazos Crossing
- Mounting nine wall cabinets to a wall in a classroom at Foster High
- Replacing ballast and bulbs throughout Hutchinson Elementary
- Replacing a ballast in a light fixture in the staff restroom at Hutchison Elementary
- Hanging three small dry erase boards in an office at the new Natatorium
- Hanging an AED box on the wall outside of the women's locker room at the new Natatorium
- Gluing the vinyl on the curtain wall in the cafeteria at Adolphus Elementary
- Caulking the hallway door on the South side of the school at Ryon Middle
- Power washing the front entry of building at Briscoe Junior High
- Repairing the plastic track in the marquee at Briscoe Junior High
- Installing a new plastic corner in the hallway at Lamar High
- Replacing bulbs in light fixture in a classroom at George Ranch High
- Securing a white board the wall in a classroom at George Ranch High
- Nailing a loose board on the stage step in the Cafeteria at Reading Junior High
- Mounting a sign in front of the clerks desk at Seguin Early Childhood Center

## **Energy Management**

Energy assisted by:

- Presentation to staff at Dickinson Elementary
- Meeting with Johnson Controls about an energy efficiency survey for a few schools
- Scanning controls at all locations to ensure proper temperature settings and that units are running as scheduled
- Ensuring controls are operational and reviewing the partial controls for the new Natatorium
- Participating in the 11-month walk thru with the City of Rosenberg for reclaimed water project at Terry High
- Addressing equipment issues at Williams Elementary and Smith Elementary

- Tracking the usage and cost of the electrical, water and gas utilities district-wide
- Conducting student presentations at Campbell Elementary and Thomas Elementary
  - Scanning controls of all locations to ensure temperature settings are good and units are running as scheduled
  - Preparing for the upcoming budget
- Ensuring controls are operational and reviewing the partial controls for LCISD Natatorium
  - Tracking usage and cost of electric, water and gas utilities district-wide
  - Walking locations during the day and evening
- Observing the operation of HVAC equipment

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

- Setting up and cleaning after a band event at George Ranch High
- Cleaning the gym after a youth basketball event at Navarro Middle
- Setting up for a church event at Reading Junior High
- Setting up chairs for a music program at Austin Elementary
- Moving chairs and tables throughout the school for testing at Travis Elementary
- Setting up the gym for testing at Briscoe Junior High
- Cleaning up after a choir concert at Lamar Junior High
- Cleaning after two events in the auditorium at George Ranch High
- Moving furniture for testing at Hubenak Elementary
- Setting up for the carnival at Williams Elementary
- Cleaning the gym after a dance classic at Foster High
- Cleaning the gym after a basketball game at Briscoe Junior High
- Cleaning the school after spring dance activities at Lamar High
- Helping maintenance with the water clean up after the heavy rain district-wide
- Assisting with set up and take down of the job fair at Briscoe Junior High
- Setting up for testing at George Ranch High
- Cleaning the gym after Rangerette practice at Terry High
- Setting up for testing at Reading Junior High
- Setting up for a Cub Scouts event at Dickinson Elementary
- Cleaning the cafeteria after a Girl Scouts event at McNeill Elementary
- Setting up tables and chairs for the job fair at Briscoe Junior High
- Cleaning the school after the Project Learn event at Jackson Elementary
- Cleaning the gym after a volleyball game at Wessendorff Middle
- Applying finish to the new VCT floor in the office area of the Warehouse
- Extracting carpeted areas due to heavy rains district-wide
- Applying ant treatment at the following locations:
  - Campbell Elementary
  - Dickinson Elementary
  - Hutchison Elementary
  - Brazos Crossing
  - Austin Elementary
  - Frost Elementary

- Seguin Early Childhood Center
- Special Needs Center
- Bowie Elementary
- Wessendorff Middle
- Navarro Middle
- Lamar Jr. High
- Hubenak Elementary
- Lamar High
- Smith Elementary
- Taylor Ray Elementary
- Travis Elementary
- Removing wasps from the playground at Velasquez Elementary
- Removing wasps from the portables at Huggins Elementary
- Providing rodent control at Seguin Elementary and McNeill Elementary
- Providing bee treatment at Foster High
- Scheduling Gillen Pest Control services district-wide
- Mowing at the following locations:
  - Austin Elementary
  - Taylor Ray Elementary
  - Frost Elementary
  - Travis Elementary
  - Campbell Elementary
  - Seguin Early Childhood Center
  - Pink Elementary
  - McNeill Elementary
  - Meyer Elementary
  - Velasquez Elementary
  - Williams Elementary
  - Thomas Elementary
  - Hutchison Elementary
  - Huggins Elementary
  - Smith Elementary
  - Powell Point
  - Alternative Learning Center
  - Jane Long Elementary
  - Special Needs Center
  - Hubenak Elementary
  - Jackson Elementary
  - Adolphus Elementary
  - Brazos Crossing
  - Bowie Elementary
  - Beasley Elementary
  - Administration Annex
  - Lamar High
  - Lamar Junior High
  - Wessendorff Middle
  - Terry High

- George Junior High
- Natatorium
- Navarro Middle
- Foster High
- Briscoe Junior High
- Wertheimer Middle
- Delivering tables to George Ranch High
- Painting at the softball and baseball fields
- Setting up the track meet at Terry High
- Setting up for Special Olympics
- Cleaning Traylor Stadium for a track meet
- Delivering tables to Briscoe Junior High, Williams Elementary, and Wessendorff Middle
- Painting at the softball and baseball fields
- Disassembling soccer goals at Traylor Stadium
- Disassembling soccer goals at Foster High and George Ranch High
- Delivering tables to the following schools:
  - Huggins Elementary
  - Smith Elementary
  - Lamar High
- Painting at the baseball and softball fields at all of the High Schools

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



**9.B.#4. – PLANNING  
BOARD REPORT  
MAY 21, 2015**

**Monthly Report  
2011 Bond Program**

**EXECUTIVE SUMMARY**

**EXECUTIVE REPORT**

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
<b>NEW FACILITIES</b>	195,237,324.00	79,806,616.70	18,560,034.70	96,870,672.60
<b>EXISTING FACILITIES</b>	23,739,259.00	2,819,319.08	4,643,127.66	16,276,634.08
<b>LAND</b>	2,913,853.00	14,440.00	94.19	2,899,318.81
<b>TRANSPORTATION</b>	6,100,779.00	-	836,905.00	5,263,874.00
<b>TECHNOLOGY</b>	21,168,000.00	355,209.42	3,989,840.82	3,228,208.73
<b>MISCELLANEOUS</b>	-	-	-	-
<b>TOTAL</b>	<u>249,159,215.00</u>	<u>98,616,352.95</u>	<u>30,740,417.80</u>	<u>106,385,313.97</u>

## **Current 2011 Bond Program Projects:**

### **Arredondo Elementary:**



*Arredondo ES is a new 12 acre campus consisting of a 90,700 sf building, parking, and play areas located in Summer Park subdivision in Richmond, TX.*

- ❖ Permanent power for the building was provided by Center Point on April 13, 2015.
- ❖ The lengthy delay in receiving permanent power adversely affected the progress of the installation of room finishes. Furniture delivery and installation dates are being adjusted accordingly.
- ❖ Approximately 90% of the site paving for parking and driveways is in place.
- ❖ Aluminum walkway cover installation is underway.
- ❖ The construction of concrete walk formwork has begun along August Green Drive.
- ❖ Concrete paving was installed between the service yard and the drive on the southeast side of the building.
- ❖ Concrete paving for the access road for the terminal pole was installed.
- ❖ Concrete bases for some of the exterior site light poles were installed.
- ❖ Exterior brick installation is complete except for the main entry tower and main entry canopy columns.
- ❖ Sheet metal workers are installing downspouts below the gutters of the standing seam roof.
- ❖ Exterior hollow metal doors have been installed.
- ❖ Resinous flooring installation is complete at restrooms.
- ❖ Lay in ceiling tile installation is ongoing at the main corridor and at the southwest classroom wing.
- ❖ Lay in light fixture circuits are complete at all administration areas, classrooms, and most corridors.
- ❖ Above ceiling components for classroom instruction technology are being installed in the classroom areas.
- ❖ Lay in light fixtures, supply air diffuser devices, and other devices are being installed in the ceiling grid at the Cafeteria/Gymnasium.
- ❖ Interior concrete block walls at the Cafeteria/Gymnasium have received a coat of block filler; some at this area have received one or more finish color coats.
- ❖ Casework installation is about 95% complete.
- ❖ Above ceiling electrical work is ongoing in the kitchen.
- ❖ Exhaust hoods have been installed at the kitchen.
- ❖ Assembly of the cooler/freezer units is complete in the kitchen.



**Arredondo Elementary (*continue*):**

- ❖ Plumbers continue to install various fixtures. Plumbers also are continuing their work in the boiler room.
- ❖ Electricians are pulling wire at locations throughout the building.
- ❖ The chillers are operational.
- ❖ The insulation of HVAC primary ductwork is ongoing.
- ❖ The installation of HVAC flexible duct connections to supply air diffusers is ongoing.
- ❖ The next project meeting is scheduled for Thursday, May 14, 2015 with Gilbane, PBK, Drymalla Construction, and LCISD.



*Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts, and band practice areas.*

## **Churchill Fulshear (Jr.) HS, & sitework:**

*(Refer to Design Development booklet for floor plans)*

Project meetings with PBK, Drymalla, Gilbane, and LCISD have started on a bi-weekly basis

- ❖ Paving of Bois D'Arc Lane is 85% complete.
- ❖ First and second floor concrete slab has been poured in all areas.
- ❖ Approximately 85% of the site paving is complete.
- ❖ Heavy gauge steel erection is complete in all areas.
- ❖ Steel detailing is complete in all areas.
- ❖ Roof deck is being installed in the administration, athletics, and east classroom areas.
- ❖ Standing seam roof has been installed in the CTE, fine arts, auditorium, cafeteria, administration, and west classroom areas.
- ❖ Installation of the Auditorium composite roof is complete.
- ❖ Above ground plumbing rough-in is ongoing in the cafeteria, administration, east and west classroom, and second floor classroom areas.
- ❖ Spray fireproofing is complete.
- ❖ Ductwork is being installed in the CTE, fine arts, cafeteria, library, west classroom, auditorium, and administration areas.
- ❖ HVAC piping and insulation are ongoing in the administration, library, and east classroom areas.
- ❖ Piping in the central plant is approximately 95% complete.
- ❖ Electrical rough-in is ongoing in the west classroom, library, administration, and second floor west classroom areas.
- ❖ Interior and exterior CMU walls have been installed in the CTE, fine arts, cafeteria, main electrical room, west classroom, east classroom, library, and auditorium areas.
- ❖ Air handlers have been set in the CTE and west classroom third floor mechanical mezzanines.
- ❖ Drywall has been installed in the CTE and west classroom mezzanines.
- ❖ Backup wall framing is ongoing in the west classroom, administration, and east classroom areas.
- ❖ Damp proofing is ongoing in the west classroom, library, and administration areas.
- ❖ Architectural panel installation has started on the high roof areas above.
- ❖ Ductwork insulation is ongoing in the CTE, fine arts, auditorium, and west classroom areas.
- ❖ Typical classroom technology rough-in has been reviewed by LCISD staff.

### **Churchill Fulshear (Jr.) HS, & sitework (*continue*):**

- ❖ Above ground plumbing rough-in has been reviewed by LCISD staff.
- ❖ Windows have been installed in the CTE and west classroom areas.
- ❖ Colored CMU block installation has begun in the auditorium, cafeteria and west classroom areas.
- ❖ Brick installation has started in the CTE, fine arts, auditorium, and west classroom areas.
- ❖ Gas piping is being installed in the service yard area.

#### Fieldhouse

- ❖ Grading of the high school athletic fields is ongoing.
- ❖ Steel erection is complete.



## Dean Leaman JHS

*(Refer to Design Development booklet for floor plans)*

- ❖ Above ground plumbing rough-in is ongoing in CTE, fine arts, administration, and classroom areas.
- ❖ Concrete slab has been poured in all areas of the building.
- ❖ Heavy gauge steel erection is complete in all areas.
- ❖ Steel detailing is ongoing in complete in all areas.
- ❖ Roof deck is ongoing in the library, administration, and classroom areas.
- ❖ Standing seam roof is being installed in the administration and fine arts areas.
- ❖ Concrete has been poured in the mechanical mezzanine in athletics, library, and fine arts.
- ❖ Fireproofing is being sprayed in the classroom areas.
- ❖ Exterior and interior CMU walls are being installed in the cafeteria, library, and fine arts areas.
- ❖ Ductwork is being installed in the cafeteria, administration, and fine arts areas.
- ❖ Air handlers have been set in the CTE, fine arts, and library mechanical mezzanines.
- ❖ HVAC piping is ongoing in the athletics, cafeteria, administration, library, and fine arts areas.
- ❖ HVAC piping insulation is being installed in the cafeteria and fine arts areas.
- ❖ Electrical rough-in is ongoing in the athletics, cafeteria, fine arts, and administration areas.
- ❖ Typical classroom technology rough-in has been reviewed by LCISD staff.
- ❖ Drywall framing is ongoing in the mechanical mezzanines.
- ❖ Above ground plumbing rough in has been reviewed by LCISD staff

*Dean Leaman JHS is part of a new 101 acre campus in Fulshear, TX. It includes a 203,000 sf building, teacher and visitor parking, separate bus drop-off, competition and practice ball fields, dual gymnasiums, and dedicated CTE spaces.*



## District Competition Natatorium

*(Refer to Design Development booklet for floor plans)*

- ❖ A certificate of occupancy was obtained on March 2.
- ❖ Gamma Construction continues to work on punch list items.
- ❖ Sleeves for removable bollards have been installed in the walk between the Natatorium parking lot and the Lamar Field House parking lot.
- ❖ A training session for HVAC direct digital controls was conducted on May 12.
- ❖ Remaining training sessions for other HVAC systems and the Presentation System are forthcoming.
- ❖ The next project meeting is scheduled for Wednesday, May 13, 2015, with Gilbane, PBK, Gamma Construction, and LCISD.



*The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating, and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.*





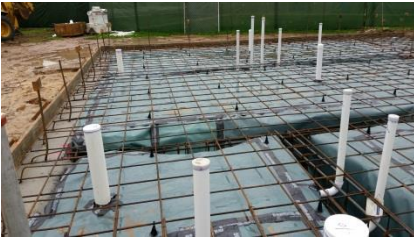
## Traylor Stadium Renovations

### Building 1 and 2

- ❖ Punch list work was reviewed by PBK; however, some items to be completed remain on the punch list.

### Building 3

- ❖ On April 20 and 21, pier shafts were drilled and reinforced concrete piers were installed.
- ❖ Exterior wall grade beams have been installed.
- ❖ The underground/ below slab conduit for the building's electrical service has been installed.
- ❖ The installation of below slab (plumbing) pipe is complete.
- ❖ The interior grade beams and the floor slab have been formed and reinforced. The date these will be poured with concert has not been determined due to weather.
- ❖ The next project meeting is scheduled for Wednesday, May 13, 2015 with Gilbane, PBK, Gamma Construction, and LCISD.



### Demolition

- ❖ Demolition of concession stands and ticket booths under the home and visitor stands is scheduled for the week of May 18 - 22.



*The Traylor Stadium project included demolition of existing concession and restroom facilities, as well as the construction of a new long jump area, 3 new restroom/concession, and ticket booth buildings to serve the stadium. New fencing was installed and parking was reconfigured and striped.*

## **Satellite Transportation Center Phase II:**

- ❖ Construction is estimated to start in the summer of 2015 as a part of the Fulshear HS Complex contract previously executed with Drymalla.
- ❖ A 95% construction drawing review was held March 25, 2014 with PBK, Gilbane, LCISD Transportation, and Maintenance in attendance.
- ❖ Drawings have been submitted for permitting to the City of Fulshear.

## **Miscellaneous Renovations (2015) to Campbell ES, Frost ES, Pink ES, Meyer ES, Dickinson ES, Williams ES, Smith ES, Navarro MS, Wessendorff MS, & Seguin Early Childhood Center:**

- ❖ The asbestos abatement of the boiler at Meyer ES is currently scheduled for the weekend of May 30 and 31.
- ❖ Demolition of the boilers at Smith ES and Wessendorff MS is expected to be completed in May 2015; the demolition of the boiler at Meyer ES is expected to be done in June 2015.
- ❖ Other construction is scheduled to start in June 2015 with completion in August 2015.
- ❖ The GC (Bass Construction), VLK, and its MEP consultants continue to review product submittals provided by subcontractors.
- ❖ The next project meeting is scheduled for Tuesday, May 26, 2015 with Gilbane, VLK, Bass Construction, and LCISD.



**Adolphus Elementary**

## **2011 Bond Closed Projects:**

### ***Adolphus Elementary***

New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with Promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking, and separate bus drop off areas.

*Uncommitted funds as of May 1, 2015: \$995,978.00*



**Ag Barn renovations**

### ***Agricultural Barn Renovations***

The renovation included adding a new 10' canopy around  $\frac{3}{4}$  of the building, added ventilation fans, new men's and women's restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras, and new tarps for all of the animal pens.

*Uncommitted funds as of May 1, 2015: \$59,322.73*



**George Ranch HS Shell Build-Out**

### ***George Ranch High School Build-Out***

The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.

*Uncommitted funds as of May 1, 2015: \$1,005,671.00*



**Polly Ryon Middle School**

### ***Polly Ryon Middle School***

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking, and separate bus drop off areas.

*Uncommitted funds as of May 1, 2015: \$1,091,456.03*

### ***Traylor Stadium Track & Turf***

The project included the replacement of the turf and subgrade for the competition football field, as well as installation of a new track surface.

*Uncommitted funds as of May 1, 2015: \$0.00*



**Traylor Stadium Track & Turf**





BF Terry High School



George Junior High School



Lamar High School



Bowie Elementary School



Jackson Elementary School

## Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES, & Bowie ES

*Terry High School (Rosenberg, TX):* Renovations included a 6200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include two new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors, and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

*Uncommitted funds as of May 1, 2015: \$600,961.10*

*George Junior High School (Rosenberg, TX):* Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage, and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

*Uncommitted funds as of May 1, 2015: \$423,547.02*

*Lamar High School (Rosenberg, TX):* Renovations to the CTE areas of the school included relocation of exhaust systems in the existing auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

*Uncommitted funds as of May 1, 2015: \$13,218.92*

*Bowie Elementary School (Rosenberg, TX):* Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

*Uncommitted funds as of May 1, 2015: \$184,421.43*

*Jackson Elementary School (Rosenberg, TX):* Renovations included a 470 sf kitchen addition with an office, laundry and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

*Uncommitted funds as of May 1, 2015: \$658,559.93*



Alternative Learning Center

**Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES, & Travis ES, --Closeout of the project is expected in January, 2015.**

*Alternative Learning Center (Rosenberg, TX):* The project included a 2770 sf addition for administrative offices, inspection, security, and a clinic, as well as renovations to existing student restrooms, conversion of old offices to a computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

*Uncommitted funds as of May 1, 2015: \$20,652.94*



Austin Elementary School

*Austin Elementary School (Richmond, TX):* The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

*Uncommitted funds as of May 1, 2015: \$131,466.50*



Foster High School

*Foster High School (Richmond, TX):* Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas, and installation of an integrated oxygen/acetylene manifold system.

*Uncommitted funds as of May 1, 2015: \$59,641.00*

*Lamar High School (Rosenberg, TX):* This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

*Uncommitted funds as of May 1, 2015: \$13,218.95*



Lamar High School

*Travis Elementary School (Rosenberg, TX):* The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie-in of a chilled water loop for the HVAC system.

*Uncommitted funds as of May 1, 2015: \$29,923.47*

*Beasley Elementary School (Beasley, TX):* The project included the replacement of all air handlers in the building that had reached the end of their life cycle. (no photo)

*Uncommitted funds as of May 1, 2015: \$30,052.00*



Travis Elementary School

*Lamar Junior High School (Rosenberg, TX):* The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

*Uncommitted funds as of May 1, 2015: \$18,932.32*

*Taylor Ray Elementary School (Rosenberg, TX):* Renovations consisted of the replacement of student restroom exhaust fans that had reached the end of their life cycle. (no photo)

*Uncommitted funds as of May 1, 2015: \$16,764.57*





