



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, July 23, 2015

7:00 PM

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JULY 23, 2015
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Technology Student Association State Winners
4. Audience to patrons
5. Approval of minutes
 - A. June 18, 2015 - Regular Board Meeting 6
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. Public Hearing - Proposed Application for Optional Flexible School Day Program
9. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of out-of-state trip requests, including, but not limited to:
 - a. Foster High School Choir 18
 2. Consider approval of Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center 19
 3. Consider approval of Interagency Program Agreement between Lamar CISD and Richmond State Supported Living Center (RSSLC) 26
 4. Consider approval of renewal of an optional flexible school day program 35
 - B. **Goal: Planning**
 1. Consider ratification of Quarterly Investment Report 48
 2. Consider ratification of Financial and Investment Reports 55
 3. Consider approval of budget amendment requests 59
 4. Consider approval of Lamar CISD Investment Policy 61
 5. Consider approval of cafeteria meal price increases for 2015-2016 89

6. Consider renewal of fleet equipment, supplies, and services	90
7. Consider approval of integrated pest control services	94
8. Consider approval of donations to the district, including, but not limited to:	96
a. Common Threads	
b. Frost Elementary School	
c. George Ranch High School	
9. Consider designation of Texas Association of School Boards delegate and alternate to the 2015 Texas Association of School Boards (TASB) Fall convention	97
10. Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors	98
11. Consider approval of architect contract for the Terry High School track resurfacing project	103
12. Consider approval of procurement method for the Terry High School track resurfacing project	104
13. Consider approval of material testing services for the construction of the Satellite Transportation Center phase 2	106
14. Consider approval of CSP #12-2015ML for the tennis court resurfacing at Foster High School	118
15. Consider approval of material testing services for the construction of the middle drive right turn deceleration lane on the Fulshear High School complex	120
16. Consider approval of professional surveying services	131
17. Consider approval of material testing services supplement for the Traylor Stadium renovations phase 2	135
18. Consider approval of Construction Manager-Agent (CMA) contract	141
10. INFORMATION ITEMS	
A. Goal: Planning	
1. Budget Workshop	142
2. Tax Collection Report	143
3. Payments for Construction Projects	149
4. Region 4 Maintenance and Operations Update	152
5. Bond Update	157
6. Request for program management costs	168
7. Substitute Teacher Requirements and Qualifications	172
8. Off-Campus Physical Education Waiver	173
B. Goal: Technology	
1. Enterprise License Agreement for Adobe Creative Cloud products and services	174
C. Goal: Instructional	

1. State of Texas Assessments of Academic Readiness (STAAR) Results - Spring 2015 175
2. Freezing of new Intra-District/Inter-District transfer requests to Bowie, Hubenak, Ray, Thomas, and Travis Elementary Schools 186

11. CLOSED SESSION

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)
 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 187
 - a. Approval of personnel recommendations for employment of professional personnel 188
 - b. Employment of professional personnel (Information) 191
 - c. Employee resignations and retirements (Information) 207
 - d. Consider employment of Executive Director of Secondary Education 211
 - e. Consider employment of Principal for Foster High School 213
 - f. Consider employment of Principal for George Ranch High School 216
 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 16th day of July 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

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

Notice of Regular Meeting Held

On this the 18th day of June 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, Ms. Kathryn Kaminski, at 7:01 p.m.

Members Present:

Kathryn Kaminski	President
Kay Danziger	Vice President
Anna Gonzales	Secretary
Tyson Harrell	Member
Melisa Roberts	Member
James Steenbergen	Member
Frank Torres	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
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 Ms. Lyons, and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

None

4. AUDIENCE TO PATRONS

Ms. Tracey Strother addressed the Board about reexamining the process of growing, expanding, and zoning. She focused on Lamar Consolidated High and Terry High schools, with both being the oldest high schools in the District. She feels their close proximity makes it a difficult challenge for the District to zone efficiently. She feels there has been an injustice done to LCHS and THS in terms of the numerical inequality of students that have been zoned to them, the number of students who have been allowed to transfer from these schools to other LCISD high schools, and the disparity of demographics among the schools. She provided the Board with information she discussed. She feels that LCHS and THS can earn the respect they deserve if the boundaries are more equitable and making sure that students are attending the schools they are zoned to attend.

Dr. Dan Ives addressed the Board that he feels that in house professional personnel can save LCISD millions of dollars in contrast to what has been paid to Gilbane and Mr. Jim Gonzales, CEO of IDC Inc for the last 10 years. He feels there is no need to rush into hiring additional in house personnel as architectural firms like PBK and some others are more than capable to fulfil all necessary and needed obligations to provide quality projects on time and under more realistic budget estimates. Based on insider information, his assumption is that bond figures are greatly inflated. He feels architects alone can significantly come under the current estimated project cost figures. He provided the Board with a packet of information.

Ms. Kathy Ahlemeyer asked the Board to support Sean Ahlemeyer, who will be a senior, in his FFA program. Sean would like to have permission for his heifer to compete with the two sisters in his FFA project. He asked the barn manager permission in February and it was granted, but in June he was sent a letter that he could not do the project.

Mr. Sam Singh addressed the Board on behalf of Highway 36 Plaza Inc. in regards to the approval of an application for Beer and Wine sale at a proposed gas station at the corner of Highway 36 and Meyer Road. He provided the Board with a few points of information. He said that they should be exempted because their sales from alcohol will be less than 25% of the gross receipts.

Mr. Joseph Greenwell addressed the Board about the discussion of Board Operating Procedures. He reminded them that each are elected from single member districts and TASB recommends that every Board that is comprised of single member districts, only one member is needed to bring a subject before the Board. He asked that the Board change this in the BOP and follow the TASB recommendation. He also said they are going to discuss the CMA contract that was negotiated by Dr. Randle. He noticed that in the board book it stated that it will be under another cover. He feels the patrons should have access to this contract.

5. APPROVAL OF MINUTES OF THE MAY 19, 2015 SPECIAL BOARD MEETING (WORKSHOP) AND MAY 21, 2015 REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve the minutes of the May 19, 2015 Special Board Meeting (Workshop) and May 21, 2015 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger went to the reception for Gene Tomas, Principal of Foster High School who is retiring. He will be greatly missed. The reception had very good attendance.

7. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

c. Introductions

None

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of Out-of-State Trip Requests, including, but not limited to:

a. Lamar Consolidated High School

It was moved by Ms. Gonzales and seconded by Dr. Harrell that the Board of Trustees approve out-of-state travel for Lamar Consolidated High School, Chapter 3696 to attend the National Skills USA VICA contest in Louisville, Kentucky on June 22-27, 2015. The motion carried unanimously.

8. B GOAL: PLANNING

8. B-1 Consider Ratification of Financial and Investment Reports

It was by moved Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees ratify the financial and investment reports as presented. The motion carried unanimously.

8. B-2. a. Approval of resolution regarding closure of schools due to flooding

It was moved by Ms. Gonzales and seconded by Mr. Steenberg that the Board of Trustees approve a resolution regarding the closure of schools on Tuesday, May 26, 2015, and to authorize the Superintendent of Schools to revise the calendar as necessary and apply to the Texas Education Agency for a waiver for one missed instructional day and to authorize payment of employees. The motion carried unanimously. (See inserted page 20-A.)

8. B-2. b. Approval of resolution regarding closure of schools due to Tropical Storm Bill – Tuesday, June 16, 2015

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve a resolution regarding the closure of schools on Tuesday, June 16, 2015, and to authorize the Superintendent of Schools to revise the calendar as

Minutes of Regular Board Meeting June 18, 2015 – page 21

necessary and apply to the Texas Education Agency for a waiver for one missed instructional day and to authorize payment of employees. The motion carried unanimously. (See inserted page 21-A.)

8. B-3 Approval of Budget Amendment Requests

It was moved by Ms. Gonzales and seconded by Ms. Roberts that the Board of Trustees approve the budget amendment requests with amendment. The motion carried unanimously. (See inserted pages 21-B—21-C.)

8. B-4 Approval to submit a waiver request to the Texas Education Agency relating to incentive aid payments for the annexation of Kendleton ISD

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve the submittal of a waiver request to the Texas Education Agency to grant an exception allowing Lamar CISD to receive incentive aid for a period of ten years. The motion carried unanimously.

8. B-5 Approval of lease agreement for copier fleet and Graphic Arts equipment

It was moved by Ms. Gonzales and seconded by Mr. Steenbergen that the Board of Trustees approve a lease agreement with Canon for the District's copier fleet and Graphic Arts Department equipment. The motion carried unanimously.

8. B-6 Approval of purchase of Maintenance & Operations and Distribution vehicles

It was moved by Ms. Danziger and seconded by Mr. Torres that the Board of Trustees approve the purchase of fleet vehicles in the amount of \$222,837, from Helfman Ford and Silsbee Ford, to be used in the Maintenance & Operations and Distribution Departments. The motion carried unanimously.

8. B-7 Approval of Donations to the District, including, but not limited to:

- a. Briscoe Junior High School**
- b. Campbell Elementary School**
- c. Frost Elementary School**
- d. George Ranch High School**
- e. Hubenak Elementary School**
- f. Hutchison Elementary School**

It was moved by Dr. Harrell and seconded by Mr. Torres that the Board of Trustees approve the donations to the District with addendum. The motion carried unanimously.

8. B-8 Discussion of wine and beer permit at convenience store near School District property

It was moved by Ms. Gonzales and seconded by Ms. Kaminski that the Board of Trustees oppose the application for a wine and beer permit due to the location within a 1,000 feet of Meyer Elementary School.

Voting in favor of the motion: Mr. Steenbergen, Ms. Danziger, Ms. Kaminski, Ms. Gonzales, Ms. Roberts, and Dr. Harrell

Voting in opposition: Mr. Torres

The motion carried.

8. B-9 **Approval of amendment #3 to the HVAC full coverage maintenance service agreement and job-order contracting services**

It was moved by Ms. Gonzales and seconded by Ms. Roberts that the Board of Trustees approve amendment #3 to the full coverage maintenance service agreement with Automated Logic – Houston, in the amount of \$22,860, for the addition of the Lamar Consolidated Baseball/Softball Complex, Lamar CISD Natatorium, and Arredondo Elementary for preventative maintenance and filter changes per the contract. The motion carried unanimously. (See inserted page 22-A.)

8. B-10 **Approval of change order #1 to Joslin Construction Texas, LLC for the Williams Elementary School water line and force main connection**

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees approve Change Order #1 to the contract with Joslin Construction Texas, LLC for the additional work related to changing from an 8 inch diameter water line to a 12 inch diameter water line required by the City of Richmond in the amount of \$60,976.16. The motion carried unanimously.

8. B-11 **Approval of architect contract**

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve PBK Architects for the design of the new Elementary #24 and allow the Superintendent to begin contract negotiations. The motion carried unanimously.

8. B-12 **Approval of Construction Manager-Agent (CMA) contract**

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees approve the contract with Gilbane Building Company to perform the services of Construction Manager-Agent (CMA) for the 2014 bond program.

Mr. Steenbergen asked about the principals in the contract. Previously the negotiations were with Gilbane/IDC, yet IDC does not show up as principal in this contract, they show up as a consultant. He wanted to know how they are involved. Dr. Randle said it is purely Gilbane. Mr. Steenbergen wanted to know what talents IDC brings to Gilbane that they do not already have. Mr. Bob Stasia of Gilbane said it was proposed as a team, they jointly pursue it together, as it has previously been done. They are a minority business enterprise. The resources they bring in are local. He said the contract can be amended to state IDC will provide the exact same resources under the direction of Gilbane. Ms. Gonzales commended Gilbane for having a minority owned business. She supports locally owned businesses. Mr. Steenbergen asked who developed the budget numbers. Mr. McKeever said the architects, Gilbane, and Administration came up with the numbers. Dr. Harrell asked how big of a part Gilbane has in creating the budget as compared to the others. Mr. Bailey said bids had just been taken on Arredondo Elementary school and those numbers were used as a basis. Dr. Harrell asked how they gathered the numbers for the pools. Mr. Bailey said PBK lead that but had the history of the recently finished Natatorium. Dr. Harrell did his own research and said pools can be built for less.

Minutes of Regular Board Meeting June 18, 2015 – page 23

Dr. Harrell had some ethical questions and asked Mr. Stasia how he would feel if Jim Gonzales offered cash gifts to candidates running for the school board and these members have to vote on this contract. Mr. Stasia said that information would have to be brought forward and analyzed. Dr. Harrell said it was brought forward now. He said that he was offered an envelope full of cash from Jim Gonzales in his dental office as was Mr. Steenbergen. Mr. Stasia said he had no knowledge of that. Ms. Roberts said she feels it is a conflict of interest for the school district to have Gilbane or anyone else who has interest in the projects to be involved in the budget of the project. Mr. Torres stated that the people who design the project normally have a lot to do with the budget. Dr. Harrell asked again since this is an \$8m contract how do you feel about the CEO offering cash gifts to candidates of the school board? He told Mr. Stasia that it happened and wanted his opinion on this happening. Mr. Stasia said that it was not okay. Dr. Harrell stated for the record that he and Mr. Steenbergen were both offered cash gifts from Mr. Gonzales which they both turned down. Ms. Gonzales said the real issue is did he ask you for you vote, everybody gets political funds to help run their campaigns. Ms. Danziger asked for clarification that the bids were from different people and they used those numbers to create a budget.

Ms. Kaminski shared with the Board that she received a phone call from a Board member encouraging her to vote a certain way. She said it was made very clear that if she did not vote their way, then the next agenda item would be voted down. She was reminded that since she has a conflict of interest, her vote would not be allowed. She said this intimidation must stop.

Voting in favor of the motion: Ms. Danziger, Mr. Torres, and Ms. Gonzales

Voting in opposition: Mr. Steenbergen, Ms. Kaminski, Ms. Roberts, and Dr. Harrell

The motion failed.

It was moved by Mr. Steenbergen and seconded by Dr. Harrell that the Board of Trustees delegate authority to Dr. Randle or his designee to provide written notice to Gilbane Building Company of the termination of contract negotiations and that Dr. Randle initiate contract negotiations with the second ranked firm, Vanir/Rice Gardner, A Joint Venture.

Ms. Danziger said she was one of the three board members in the room for the initial interviews, all members were in agreement by looking at the numbers. If we take Gilbane off the table, the next one down is very far down as numbers go and very close to the third choice. If we go into contract with Vanir/Rice Gardner and see what they bring back and start the whole process over again, that means another 90 or more days to get a project manager started on projects in a Bond that was voted on in November. The children are in schools that are overcrowded. We do not have the luxury of spending another 4 or 5 months finding a new project manager. The members on the committee did not talk to one another during the rankings at the interviews. Ms. Roberts asked how this discussion is related to the motion on the floor and added that there was a conflict of interest with the process because one person on the committee is in business with one of the companies. Ms. Roberts said it is not hearsay when it is on the State of Texas website. Ms. Danziger is just wanting to make sure, if we go with the next vendor down that we are getting what is best for the District. Mr. Morris reminded the Board that the law requires that if you cannot reach a negotiated agreement on the contract with the first ranked vendor then by law you have to move down the list to the second ranked vendor and begin negotiations. If that negotiation fails you keep moving your way down the list. Mr. Torres said Ms. Roberts

brought up that a former Board member was doing business with a vendor, he has a document that shows that a LLC was formed; however, it never performed business. Ms. Roberts asked what this discussion has to do with the current motion on the floor. Mr. Morris informed the Board that it was up to the presiding officer to make the decision whether things are germane to the discussion or not. Ms. Kaminski said that they have had a discussion prior to this motion being made and what is being discussed now is not relevant. Mr. Morris said that every Board member needs to have an opportunity for discussion. Ms. Gonzales said she would like to hear what Mr. Torres has to say, because a lot of different allegations are being made. She said he has an actual document that says something. She said three of the current members were in the interviews and know what a stellar job Gilbane did in those interviews, it was a far reach from the other two vendors. Ms. Kaminski said we are getting off of the motion at hand. Ms. Kaminski asked Mr. Morris if what happened in the interviews, are they allowed to speak in reference to the motion at hand. Mr. Morris said if she is asking if he thinks it is germane to the motion, he said no.

Voting in favor of the motion: Mr. Steenbergen, Ms. Kaminski, Ms. Roberts, and Dr. Harrell

Voting in opposition: Ms. Danziger, Mr. Torres, and Ms. Gonzales
The motion carried.

8. B-13 Approval of three-year afterschool care rental agreement

Ms. Kaminski removed herself at 8:27 p.m. as presiding officer of the Board until the final vote was finished.

It was moved by Mr. Torres and seconded by Ms. Gonzales that the Board of Trustees approve afterschool care rental agreements with the exclusion of Tiny Steps Educational Center and Gingerbread House Day Care Center for the 2015-16 through 2017-18 school years.

Dr. Randle said the option being presented to the Board is providing afterschool care at a rate that would allow flexibility in lowering the rate at the regular campuses as well as the Title 1 campuses. The rate was lowered to \$12,500 per campus at the regular campuses; and to \$3,125 for the Title 1 campuses. Ms. Roberts wanted to know what the projection for the new campuses. Ms. Ludwig said that Arrendondo will be a Title 1 school and in talking with some campuses others may come back. Those campuses are Bowie, Smith, and Travis. Mr. Steenbergen said the motion excludes Tiny Steps and Gingerbread House, do those facilities provided equivalent services as others listed and at the same cost? Ms. Lyons said they do provide the same services but each provider sets the rate they charge the parents. Ms. Roberts asked Mr. Torres why are we excluding these two service providers. Mr. Torres said there is a conflict of interest. Ms. Danziger asked why a three year contract. Ms. Ludwig said the providers asked because the providers develop relationships with the parents and invest in materials and supplies. Ms. Roberts asked if Ms. Kaminski had a contract with the District prior to her becoming a Board Member. Ms. Ludwig said yes. Ms. Roberts clarified that she already had a contract and was doing business before she became a board member and feels the conflict of interest is just an opinion. Ms. Gonzales stated the Board is choosing to make their own definition of what a conflict of interest. Clearly this is a conflict of interest for the Board President, she has financial gain.

Minutes of Regular Board Meeting June 18, 2015 – page 25

Voting in favor of the motion: Mr. Torres and Ms. Gonzales

Voting in opposition: Mr. Steenbergen, Ms. Danziger, Ms. Roberts, and Dr. Harrell
The motion failed.

It was moved by Mr. Steenbergen and seconded by Dr. Harrell that the Board of Trustees approve afterschool care rental agreements with Tiny Steps Educational Center, Gingerbread House Day Care Center, TW Davis YMCA of Katy (the Providers) for the 2015-16 through 2017-18 school years.

It was moved by Ms. Gonzales and seconded by Mr. Torres to amend the above motion and change it from three years to one year.

Ms. Gonzales said they need to reevaluate the whole contract and be able to evaluate it on an annual basis to see how well they are performing. Ms. Roberts said she disagrees in light of the fact that a Board member called Ms. Kaminski today and tried to use this as leverage, she does not feel like she should be in a position in one year where someone can try to use it as leverage again.

Voting in favor of the motion: Mr. Torres

Voting in opposition: Mr. Steenbergen, Ms. Danziger, Ms. Roberts, and Dr. Harrell
Abstaining: Ms. Gonzales

Back to the original motion.

Voting in favor of the motion: Mr. Steenbergen, Ms. Roberts, and Dr. Harrell

Voting in opposition: Ms. Danziger, Mr. Torres, and Ms. Gonzales

The motion failed due to a tie vote.

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the afterschool care rental agreements with Tiny Steps Educational Center, Gingerbread House Day Care Center, TW Davis YMCA of Katy (the Providers) for a two year agreement.

Voting in favor of the motion: Mr. Steenbergen, Ms. Danziger, Ms. Roberts, and Dr. Harrell

Voting in opposition of the motion: Mr. Torres and Ms. Gonzales

The motion carried.

Ms. Kaminski resumed her duties as the presiding officer at 8:46 p.m.

8. B-14 Discussion of Board Operating Procedures

By consensus of the Board they agreed to reschedule to a later date.

8. C GOAL: TECHNOLOGY

8. C-1 Approval of three-year enterprise license agreement for Adobe Creative Cloud products and services

It was moved by Mr. Steenbergen and seconded by Ms. Gonzales that the Board of Trustees approve the three-year Adobe Enterprise License Agreement from JourneyEd.Com, Inc. in the amount of \$127,217.59. The motion carried unanimously. (See inserted pages 25-A—25-H.)

8. C-2 Approval of three-year agreement to purchase network printer management software

It was moved by Ms. Gonzales and seconded by Dr. Harrell that the Board of Trustees approve the three-year PrinterLogic Printer Installer agreement from ImageNet Consulting in the amount of \$90,999.99 (\$30,333.33 annually.) The motion carried unanimously.

8. C-3 Approval of Discovery Education Streaming

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees approve Discovery Education Streaming in the amount of \$59,037.69. The motion carried unanimously.

9. INFORMATION ITEMS

9. A GOAL: PLANNING

9. A-1 Appointment of Board Committees

Ms. Kathryn Kaminski, Board President, appointed board members to serve on standing and ad hoc committees for the 2015—2016 school year. The committees and members are as follows:

<u>STANDING COMMITTEES</u>	<u>2014—2015</u>	<u>2015—2016</u>
<u>POLICY REVIEW COMMITTEE</u>	Frank Torres Kathryn Kaminski Anna Gonzales	Tyson Harrell Anna Gonzales Melisa Roberts
<u>FINANCIAL AUDIT COMMITTEE</u>	Kathryn Kaminski Rhonda Zacharias Anna Gonzales Michael Richard**	Anna Gonzales Tyson Harrell Kathryn Kaminski
<u>FACILITIES COMMITTEE</u>	Anna Gonzales Kay Danziger Kathryn Kaminski Sam Hopkins**	Kay Danziger Kathryn Kaminski James Steenbergen
<u>ATTENDANCE BOUNDARY COMMITTEE</u>	Kay Danziger Frank Torres Dar Hakimzadeh	Melisa Roberts Anna Gonzales Frank Torres
<u>INFORMATION TECHNOLOGY COMMITTEE</u>	Rhonda Zacharias Kay Danziger Dar Hakimzadeh Jack Christiana**	James Steenbergen Kay Danziger Melisa Roberts
<u>GOVERNMENT AFFAIRS COMMITTEE</u>	Julie Thompson Kay Danziger	

** Advisory Member

Minutes of Regular Board Meeting June 18, 2015 – page 27

9. A-2 Budget Workshop

Jill Ludwig, Chief Financial Officer, presented Budget Workshop #1 for 2015—2016 with the following agenda:

- 2015—2016 Revenue Projection
 - Types of revenue
 - Projected totals
 - Legislative Update
- 2015—2016 Expenditure Budget Status
 - The “Building Blocks”
 - Current estimates

9. A-3 Tax Collection Report

9. A-4 Payments for Construction Projects

9. A-5 Region 4 Maintenance and Operations Update

9. A-6 Bond Update

9. A-7 Energy Management Quarterly Report

9. A-8 Transportation

9. A-9 Request for program management costs

9. A-10 Multi-year contract for Student Athletic Insurance coverage

9. A-11 Multi-year contract for property insurance coverage

9. A-12 Renewal of workers’ compensation excess coverage

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

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

Minutes of Regular Board Meeting June 18, 2015 – page 28

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 9:55 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 10:34 p.m.

10. A-1(a) Approval of Personnel Recommendations for Employment of Professional Personnel

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

Employed

Savant, Lindsey	July 22, 2015	Assistant Principal	Dickinson Elementary
Wilson, Anitra	July 22, 2015	Assistant Principal	Ray Elementary

10. A-1(d) Consider employment of Director of Transportation

It was moved by Dr. Harrell and seconded by Mr. Steenbergen that the Board of Trustees approve the recommendation of William Conway as the Director of Transportation. The motion carried unanimously.

10. A-1(e) Consider employment of Principal of Wessendorff Middle School

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the recommendation of Sonya Sanzo as the Principal of Wessendorff Middle School. The motion carried unanimously.

10. A-1(f) Consider employment of Principal of Churchill Fulshear Jr. High School

It was moved by Mr. Steenbergen and seconded by Mr. Torres that the Board of Trustees approve the recommendation of Daniel Ward as the Principal of Churchill Fulshear Jr. High School. The motion carried unanimously.

FUTURE AGENDA ITEMS

Information Item on program management costs

ADJOURNMENT

The meeting adjourned at 10:36 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
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 Orlando, Florida on March 12-16, 2016.

IMPACT/RATIONALE:

The Foster High School Choir requests permission to travel to Orlando, Florida on March 12-16, 2016 by airplane. The estimated cost per individual will be \$1,200 which includes the cost of airfare, meals, lodging, ground transportation, and entertainment. Total cost of the trip is estimated to be \$58,000. Forty students are expected to participate, as well as two staff members and six 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 will participate in Walt Disney World's Disney Sings Program, where students will explore the world of the professional vocalist. Students examine the skills, attitudes, and high expectations required for Disney-quality performance excellence. Led by a professional Disney vocalist, the choir will record an excerpt from a Disney animated feature film's soundtrack. Then students will experience the demands and exhilaration of a live performance as they quickly prepare music and choreography for a simulated Disney show. The trip includes visits to Disney World and Universal Studios. The Falcon Choir previously traveled to New York City in 2012.

Submitted by: Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2015-2016 school year.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

The agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2015-2016 school year and provides a system for LCISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between 3 and 6 months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

The agreement is attached for Board review.

Submitted by: Tiffany Mathis, Director of Special Education
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

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

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

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

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

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

I.

ELIGIBILITY

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

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

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

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

1. Dental services
2. Training and habilitation services
3. Food and nutrition services

4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general Texana and District services.
 4. BTTC Management and LCISD Management shall discuss new District staff members regarding assignment to BTTC.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the BTTC/Texana's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed at the Behavior Treatment and Training Center, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction by District staff at the BTTC, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by BTTC/Texana and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at the BTTC at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at BTTC/Texana.
- E. Coordinate services in the BTTC/Texana's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

1. Follow the health policy of the District and BTTC/Texana when illness or infectious/communicable diseases occur.
 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
- J. Provide meals during the instructional day for those students the ARD determines need to be served by the District at BTTC/Texana.
- K. Collaborate with the District in the Teacher Training Partnership to increase teacher skills in serving students with severe behavior disabilities.
- L. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the BTTC Manager and the designee of the Director of Special Programs and Projects at the District.
- M. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to BTTC/Texana, educational assessments and updates, provide access to student records for information necessary to facilitate BTTC/Texana's care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from BTTC/Texana's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the IPP interdisciplinary team meetings as needed.
 2. Resolve issues that arise in areas of student needs.
 3. Resolve issues that arise in areas of District and Texana services.
 4. BTTC Management and LCISD Management shall discuss new District staff members regarding assignment to BTTC.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to BTTC residents as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations. Provide instructional staff assigned to the BTTC students with Crisis Prevention Institute training, which includes methods and strategies for appropriate intervention with aggressive students. To the extent possible minimize disruptions in assignment of instructional staff in order to provide a therapeutic environment for autistic children with problem behaviors.
- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC campus, classes on BTTC campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation for District students as appropriate
 - 9. Counseling
- H. Collaborate with BTTC in the Teacher Training Partnership to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding Lamar Consolidated Independent School District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, Lamar Consolidated Independent School District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

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

V.

LIMITATIONS

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

VI.

TERM

This Agreement shall be effective beginning August 2015, upon execution by both parties, and shall continue in full force and effect through July 2016. If the agreement made in this Agreement is to be continued beyond July 2016, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

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

VIII.

AMENDMENTS

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

IX.

BINDING ON SUCCESSORS

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

X.

LEGALITY

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

XI.

CONFIDENTIALITY

The District and BTTC/Texana offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

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

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

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

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

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Richmond State Supported Living Center (RSSLC) and Lamar CISD for the 2015-2016 school year.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

The Agreement is attached for Board review.

Submitted by: Tiffany Mathis, Director of Special Education
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

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

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

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

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

I.

ELIGIBILITY

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

II.

RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER

The State Supported Living Center agrees to:

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

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

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

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

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

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

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

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

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

III.

RESPONSIBILITIES OF THE DISTRICT

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

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

IV.

CONSULTATION BETWEEN PARTIES

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

V.

LIMITATIONS

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

VI.

TERM

This Agreement shall be effective beginning August 2015, upon execution by both parties, and shall continue in full force and effect until June 2016. If the agreement made in this Agreement is to be continued beyond June 2016, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

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

VIII.

AMENDMENTS

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

IX.

BINDING ON SUCCESSORS

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

X.

LEGALITY

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

XI.

CONFIDENTIALITY

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

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

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

ATTEST:

Richmond State Supported Living Center

**Lamar Consolidated
Independent School District**

RSSLC Representative

Dr. Thomas Randle, Superintendent

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

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

RECOMMENDATION:

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

IMPACT/RATIONALE:

The OFSDP program (Operation Graduation Night School) offers flexible hours and days of attendance for students in grades 9-12 who are at risk of not graduating. The goal of the program is to target students who are unable to attend school in a traditional setting. Students from any high school in the district may apply for enrollment. During the 2014-2015 school year, seventy-five students were served with forty-two graduating (compared to twenty-nine graduating in 2012 and twelve graduating in 2011).

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

BACKGROUND INFORMATION:

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

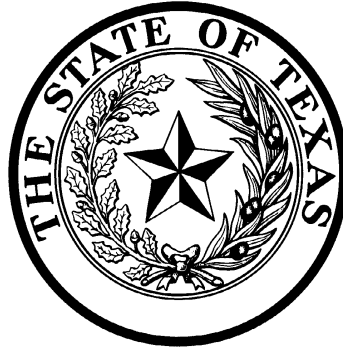
Submitted by: Valerie Vogt, Academic Administrator
Brian Moore, Director of Research and Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

_____ School Year

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

Definition of Program Provisions

Eligible Students

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

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

and

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

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

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

Attendance Credit

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

Public Hearings

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

Continuation or Revocation of Program Authorization

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

Reporting Requirements

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

Provisions of Agreement

Article I - Parties to Agreement

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

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

located at

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

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

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

Article III - Purpose of Agreement

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

Article IV - Reporting Requirements

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

Article V - General and Special Provisions to the Agreement

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

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

Article VI - Application Process

For questions or assistance regarding this application, please contact Ashley Behnke by telephone at (512) 463-4834 or by email at Ashley.Behnke@tea.texas.gov.

EMAIL THE COMPLETED APPLICATION TO: Ashley.Behnke@tea.texas.gov.

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____ Authorized Signature _____
 Typed Title _____

Participating Campuses

Attach additional list, if required.

District Number	District Name	Eligibility Designation	
Campus Number	Campus Name	A = At-Risk Students E = Early College HS I = Innovative Campus Redesign C = Credit Recovery	Estimated Number of Participating Students

Appendix One Assurances

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

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

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

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

and

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

The district agrees:

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

9. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

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

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

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

The pre-application public hearing was conducted on:

Month:

Day:

Year:

Time:

Location:

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

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

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

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

Signature of Person Authorized to Bind the District

Date

Appendix Three Narrative Description of Proposed Program

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

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

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

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

Appendix Four Contact Sheet

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

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

District Contact for the Application

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

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

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

Appendix Three: Narrative Description of Proposed Program

Program Goals:

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

Proposed Instructional Schedule:

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

Staff Positions and Resources Pledged:

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

Qualification Standards:

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

Local Procedures for Identification:

Students will be identified and referred by high school campuses as at-risk of not graduating within their four or five year cohorts. Additionally, students returning to school to complete their high school diploma program will be referred to the program. Students are identified as at-risk in the student management system (Skyward) and are tracked in the student management system upon identification for program eligibility. Once identified and referred, students will complete an application for acceptance into the program.

Process for Obtaining Consent for Participation:

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

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

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

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

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

Criteria for Evaluation of the Program:

The program will consistently evaluate the current status of students entered in the program, and identify progress in the participants graduation plans, coursework completion, attendance, discipline, and other standard measures as defined by the District. The program will provide the Agency, Superintendent of Schools, and the Board of Trustees an annual report of the program's progress each summer.

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
MARCH 2015 THROUGH MAY 2015**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2015.

IMPACT/RATIONALE:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending May 31, 2015**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period March 1, 2015 through May 31, 2015.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

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

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

DEBT SERVICE FUND STRATEGY:

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

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

CAPITAL PROJECTS FUND STRATEGY:

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

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

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

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

INVESTMENT POSITION AT MAY 31, 2015

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of May 31, 2015. Pertinent details at May 31, 2015 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$13,868,100,575	\$13,868,939,983	1.0188%

The weighted average maturity of the pool's portfolio for May 2015 was 51 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$3,254,062,645	\$3,254,592,324	0.9840%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2015 was 32 days.

MBIA, Texas CLASS	1.00	\$3,216,926,666	\$3,218,092,891	0.8208%
-------------------	------	-----------------	-----------------	---------

The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2015 was 58 days.

Texas Term, Daily Fund	1.00	\$2,337,799,965	\$2,337,886,578	1.2542%
------------------------	------	-----------------	-----------------	---------

The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for May 2015 was 36.1 days.

TexStar,	1.00	\$5,481,487,398	\$5,481,958,268	0.1740%
----------	------	-----------------	-----------------	---------

The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2015 was 51 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending May 31, 2015. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

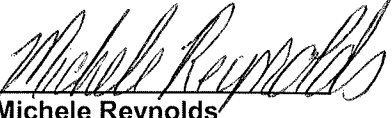
Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 7/14/15


 Yvonne Dawson
 Budget & Treasury Officer

Date: 7/14/15


 Michele Reynolds
 Director of Finance

Date: 7/14/15

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2015

	<u>3/31/15</u>	<u>4/30/15</u>	<u>5/31/15</u>
<u>INVESTMENT POOLS*</u>			
General Fund			
Texpool	120,196,836	108,267,265	92,834,463
Lone Star	2,617,055	2,617,196	2,617,338
Texas CLASS	15,347,788	15,349,501	15,351,292
Food Service Fund			
Texpool	3,628,333	3,628,489	3,628,659
Lone Star	90,471	90,476	90,481
Debt Service Fund			
Texpool	13,205,532	13,983,549	14,332,598
Lone Star	2,411	2,411	2,411
Texas CLASS	1	1	1
TexSTAR	2,050,482	1,697,968	1,686,962
Capital Projects Fund			
Texpool	47,767,868	38,285,899	29,329,760
Lone Star	28,586,853	28,588,391	28,589,940
Texas CLASS	11,049,373	11,050,606	11,051,895
TexasDaily	29,315,457	29,317,635	29,319,776
TexSTAR	7,848,223	7,848,561	7,848,881
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,671,533	1,614,482	1,067,413
Lone Star	720,700	720,739	720,778
Special Revenue Funds			
Texpool	53,221	53,223	53,226
Student Activity Funds			
Texpool	48,858	45,860	45,862
Total Investment in Pools	<u>284,200,995</u>	<u>263,162,252</u>	<u>238,571,736</u>
<u>Summary of Interest Earned by Month</u>			
Texpool	7,993	7,738	7,354
Lone Star	1,457	1,723	1,734
Texas CLASS	2,741	2,946	3,080
TexSTAR	647	568	521
Texas Term/Daily	2,227	2,179	2,141
Total Interest Earned from Investment Pools	<u>15,065</u>	<u>15,154</u>	<u>14,830</u>
<u>Average Yield by Month</u>			
Texpool	0.05	0.05	0.06
Lone Star	0.05	0.07	0.06
Texas CLASS	0.12	0.14	0.14
TexSTAR	0.06	0.07	0.06
Texas Term/Daily	0.09	0.09	0.08

* See supplemental report attached for balances at May 31, 2015 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2015

	<u>3/31/15</u>	<u>4/30/15</u>	<u>5/31/15</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	1,363,552	(11,285)	1,517,897
Special Revenue Funds (Combined)	(919,528)	(964,529)	(1,971,553)
Debt Service Fund	321,023	320,243	315,593
Capital Projects Fund	36,345	36,345	36,345
Workmen's Compensation and Health Insurance Trust Funds	725,063	765,154	504,631
Trust and Agency Funds, excluding Student Activity Funds	37,720	37,720	37,720
Student Activity Funds	2,127,075	2,069,132	2,050,072
Total Demand Deposits/Cash on Hand	<u>3,691,250</u>	<u>2,252,780</u>	<u>2,490,705</u>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	03/01/15	DEPOSITS	WITHDRAWALS	03/31/15	DEPOSITS	WITHDRAWALS	04/30/15	DEPOSITS	WITHDRAWALS	05/31/15
INVESTMENT POOLS										
General Fund										
Texpool	133,353,753	2,913,777	(16,070,694)	120,196,836	2,618,276	(14,547,847)	108,267,265	1,040,046	(16,472,848)	92,834,463
Lone Star	2,616,936	119	-	2,617,055	141	-	2,617,196	142	-	2,617,338
Texas CLASS	15,346,194	1,594	-	15,347,788	1,713	-	15,349,501	1,791	-	15,351,292
Food Service Fund										
Texpool	4,128,182	151	(500,000)	3,628,333	156	-	3,628,489	170	-	3,628,659
Lone Star	90,467	4	-	90,471	5	-	90,476	5	-	90,481
Debt Service Fund										
Texpool	12,226,239	979,293	-	13,205,532	778,017	-	13,983,549	349,049	-	14,332,598
Lone Star	2,411	-	-	2,411	-	-	2,411	-	-	2,411
Texas CLASS	1	-	-	1	-	-	1	-	-	1
TexSTAR	2,058,076	208	(7,802)	2,050,482	231	(352,745)	1,697,968	201	(11,207)	1,686,962
Capital Projects Fund										
Texpool	52,138,137	2,058	(4,372,327)	47,767,868	1,881	(9,483,850)	38,285,899	1,652	(8,957,791)	29,329,760
Lone Star	28,585,552	1,301	-	28,586,853	1,538	-	28,588,391	1,549	-	28,589,940
Texas CLASS	11,048,224	1,149	-	11,049,373	1,233	-	11,050,606	1,289	-	11,051,895
Texas Term/Daily	29,313,231	2,226	-	29,315,457	2,178	-	29,317,635	2,141	-	29,319,776
TexSTAR	12,509,723	439	(4,661,939)	7,848,223	338	-	7,848,561	320	-	7,848,881
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	990,750	1,845,783	(1,165,000)	1,671,533	922,949	(980,000)	1,614,482	922,931	(1,470,000)	1,067,413
Lone Star	720,667	33	-	720,700	39	-	720,739	39	-	720,778
Special Revenue Funds										
Texpool	53,219	2	-	53,221	2	-	53,223	3	-	53,226
Student Activity Funds										
Texpool	48,856	2	-	48,858	2	(3,000)	45,860	2	-	45,862
Total Investment in Pools	305,230,618	5,748,139	(26,777,762)	284,200,995	4,328,699	(25,367,442)	263,162,252	2,321,330	(26,911,846)	238,571,736

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

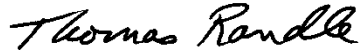
Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision-making.

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

- Ratification of June 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:


Dr. Thomas Randle
Superintendent

SCHEDULE OF JUNE 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 June total \$27,424,070 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	13,427,207
614	Employee Benefits	582,397
621	Professional Services	264,135
623	Education Services Center	18,251
624	Contracted Maintenance and Repair Services	121,850
625	Utilities	122,410
626	Rentals and Operating Leases	56,204
629	Miscellaneous Contracted Services	356,535
631	Supplies and Materials for Maintenance and Operations	203,835
632	Textbooks and Other Reading Materials	173,076
633	Testing Materials	56,169
634	Food Service	125,405
639	General Supplies and Materials	1,164,174
641	Travel and Subsistence -- Employee and Student	244,837
642	Insurance and Bonding Costs	3,000
649	Miscellaneous Operating Costs/Fees and Dues	610,483
659	Other Debt Services Fees	11,000
661	Land Purchase and/or Improvements	17,440
662	Building Purchase, Construction, and/or Improvements	9,623,268
663	Furniture & Equipment - \$5,000 or more per unit cost	218,281
129	Misc. Receivable/Alternative Certification Fees	3,600
131	Inventory Purchases	19,339
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,174
	Total	27,424,070

PROGRAM DESCRIPTION:


The report above represents all expenditures made during the month of June 2015 including previous month purchasing card transactions. 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 JUNE 30, 2015**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	122,836,481.00	123,501,097.00	664,616.00	100.5%
5800-STATE PROGRAM REVENUES	91,271,861.00	62,119,201.00	(29,152,660.00)	68.1%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,866,441.00	121,441.00	107.0%
7900- OTHER RESOURCES	-	990,926.00	990,926.00	0%
TOTAL- REVENUES	215,853,342.00	188,477,665.00	(27,375,677.00)	87.3%
EXPENDITURES				
6100-PAYROLL COSTS	179,249,005.00	139,166,264.00	40,082,741.00	77.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,448,357.00	9,021,812.00	5,426,545.00	62.4%
6300-SUPPLIES AND MATERIALS	11,382,184.00	7,069,642.00	4,312,542.00	62.1%
6400-OTHER OPERATING EXPENDITURES	8,551,189.00	5,793,842.00	2,757,347.00	67.8%
6600-CAPITAL OUTLAY	2,790,660.00	864,949.00	1,925,711.00	0.0%
TOTAL-EXPENDITURES	216,421,395.00	161,916,509.00	54,504,886.00	74.8%

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

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,628,659.77	0.00	0.00	171.45	3,628,831.22
General Account	70,066,973.43	2,150,000.00	16,972,847.08	3,024.45	55,247,150.80
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	495,283.41	889,513.75	1,300,000.00	18.42	84,815.58
Debt Service Series 2004	6,916.10	0.00	0.00	0.30	6,916.40
Workmen's Comp	572,131.11	33,333.33	50,000.00	27.77	555,492.21
Property Tax	29,565,164.09	825,302.63	0.00	1,426.47	30,391,893.19
Vending Contract Sponsor	475,309.94	0.00	0.00	22.46	475,332.40
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	696,926.74	0.00	0.00	32.98	696,959.72
Capital Projects Series 2005	609,954.84	0.00	575.00	28.80	609,408.64
Student Activity Funds	45,862.40	0.00	0.00	2.10	45,864.50
Taylor Ray Donation Account	7,606.14	0.00	0.00	0.30	7,606.44
Capital Projects Series 2007	209,087.56	0.00	0.00	9.86	209,097.42
Common Threads Donation	53,226.39	0.00	0.00	2.50	53,228.89
Debt Service Series 2008	729,525.99	0.00	0.00	34.49	729,560.48
Capital Projects 2012A	10,785,650.34	0.00	695,768.78	489.56	10,090,371.12
Debt Service 2012A	245,048.65	0.00	0.00	11.59	245,060.24
Debt Service 2012B	483,065.10	0.00	0.00	22.82	483,087.92
Capital Projects 2014A	14,733,472.80	0.00	6,031,693.34	573.90	8,702,353.36
Capital Projects 2014B	2,991,585.14	0.00	5,827.88	141.14	2,985,898.40
Debt Service 2014A	2,565,243.09	0.00	0.00	121.22	2,565,364.31
Debt Service 2014B	1,793,658.95	0.00	0.00	84.78	1,793,743.73
Debt Service 2013	265,767.81	0.00	0.00	12.57	265,780.38
Debt Service 2013A	265,779.67	0.00	0.00	12.57	265,792.24
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,020.35	0.00	0.00	0.30	5,020.65
Workers' Comp	720,777.48	0.00	0.00	43.66	720,821.14
Property Tax Fund	32,156.06	0.00	0.00	1.95	32,158.01
General Fund	2,587,592.51	0.00	0.00	156.76	2,587,749.27
Food Service Fund	90,480.63	0.00	0.00	5.48	90,486.11
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.56	0.00	0.00	0.04	700.60
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	384.02	0.00	0.00	0.02	384.04
Capital Projects 2008	36,837.59	0.00	11,564.62	1.94	25,274.91
Capital Projects 2012A	699,615.03	0.00	0.00	42.38	699,657.41
Capital Projects 2014A	18,010,049.00	0.00	0.00	1,091.04	18,011,140.04
Capital Projects 2014B	9,837,331.89	0.00	3,309,997.66	512.83	6,527,847.06
MBIA Texas CLASS Fund					
General Account	15,351,289.67	0.00	0.00	1,825.51	15,353,115.18
Capital Project Series 1998	905.18	0.00	0.00	0.04	905.22
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,050,991.00	0.00	0.00	1,314.15	11,052,305.15
TEXSTAR					
Capital Projects Series 2007	742.63	0.00	0.00	0.00	742.63
Debt Service Series 2008	663,281.90	0.00	0.00	39.20	663,321.10
Capital Projects Series 2008	1,629,068.27	0.00	0.00	96.31	1,629,164.58
Debt Service Series 2012A	1,385,847.64	0.00	0.00	81.91	1,385,929.55
Debt Service Series 2012B	4,773.78	0.00	0.00	0.30	4,774.08
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,509.29	0.00	0.00	0.29	4,509.58
Capital Projects 2014A	139.53	0.00	0.00	0.00	139.53
Capital Projects 2014B	5,847,466.59	0.00	0.00	345.67	5,847,812.26
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,004,646.81	0.00	0.00	76.06	1,004,722.87
Capital Projects Series 2008	140.69	0.00	0.00	0.01	140.70
Capital Projects Series 2012A	463,837.59	0.00	0.00	35.11	463,872.70
Capital Projects Series 2014A	18,012,492.69	0.00	0.00	1,363.63	18,013,856.32
Capital Projects Series 2014B	9,838,658.70	0.00	0.00	744.83	9,839,403.53

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.00	\$6,272.50
LONE STAR ACCOUNT INTEREST	0.07	\$1,856.40
MBIA TEXAS CLASS ACCOUNT INTEREST	0.15	\$3,139.70
TEXSTAR ACCOUNT INTEREST	0.07	\$563.68
TEXAS TERM/DAILY ACCOUNT INTEREST	0.00	\$2,219.64
TOTAL CURRENT MONTH EARNINGS		\$14,051.92
EARNINGS 9-01-14 THRU 5-31-15		\$112,239.90
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$126,291.82

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

The Career & Technical Education department is requesting a budget change to cover travel for 86 Technology Student Association students from Lamar High School, Lamar Jr. High School, George Ranch High School, and Reading Jr. High School. The students were state winners and were eligible to compete at Nationals in Grapevine, Texas.

199-11	Classroom Instruction	(31,000.00)
199-36	Cocurricular/Extracurricular Activities	31,000.00

CONSIDER APPROVAL OF LAMAR CISD INVESTMENT POLICY

RECOMMENDATION:

That the Board of Trustees review and approve the District's investment policy to comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A).

IMPACT/RATIONALE:

Policies CDA (LEGAL) and CDA (LOCAL) follow for your review.

The Public Funds Investment Act requires that the investment policy and investment strategies of the District be reviewed annually. For compliance with the Act, the Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies. The written instrument so adopted shall record any changes made to either the investment policy or investment strategies. The attached resolution shall serve as that written instrument. There have been no changes for either the policies or strategies.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF ANNUAL REVIEW OF THE INVESTMENT POLICY OF Lamar Consolidated Independent School District

WHEREAS, Lamar Consolidated ISD, (the “district”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to Independent School Districts; and

Whereas, the Board of Trustees has convened on this date at a meeting open to the public and wishes to review the Investment Policy for the District, in the form attached hereto, pursuant to Chapter 2256, The Texas Government Code, as amended from time to time; Now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE (Lamar Consolidated independent School District) THAT:

Section 1: The Investment Policy, in the form attached hereto is hereby reviewed and approved at its annual review.

Section 2: The provisions of this resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of the Board of Trustees.

PASSED AND APPROVED this 23rd day of July 2015.

Kathryn Kaminski
President, Board of Trustees

ATTEST:

Ana Gonzales
Secretary, Board of Trustees

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

All investments made by the District shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules or regulations. *Gov't Code 2256.026*

WRITTEN POLICIES

Investments shall be made in accordance with written policies approved by the Board. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the District's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the District;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see LOSS OF REQUIRED RATING, below].

Gov't Code 2256.005(b)

ANNUAL REVIEW

The Board shall review its investment policy and investment strategies not less than annually. The Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

ANNUAL AUDIT

The District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

INVESTMENT
STRATEGIES

As part of the investment policy, the Board shall adopt a separate written investment strategy for each of the funds or group of funds under the Board's control. Each investment strategy must describe

the investment objectives for the particular fund under the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the District;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the investment needs to be liquidated before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

INVESTMENT
OFFICER

The District shall designate one or more officers or employees as investment officer(s) to be responsible for the investment of its funds. If the District has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting Board's District. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise in the management of the person's own affairs, but the Board retains the ultimate responsibility as fiduciaries of the assets of the District. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity. Authority granted to a person to invest the District's funds is effective until rescinded by the District or until termination of the person's employment by the District, or for an investment management firm, until the expiration of the contract with the District. *Gov't Code 2256.005(f)*

A District or investment officer may use the District's employees or the services of a contractor of the District to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

INVESTMENT
TRAINING
INITIAL

Within 12 months after taking office or assuming duties, the treasurer or chief financial officer and the investment officer of the District shall attend at least one training session from an independent source approved either by the Board or by a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

ONGOING

The treasurer or chief financial officer and the investment officer must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or a designated investment committee advising the investment officer. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. *Gov't Code 2256.008(a)-(b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

STANDARD OF
CARE

Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investments shall be governed by the following objectives in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, rather than the prudence of a single investment, over which the officer had responsibility.
2. Whether the investment decision was consistent with the Board's written investment policy.

Gov't Code 2256.006

PERSONAL
INTEREST

A District investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the District shall file a statement disclosing that personal business interest. An investment officer who is re-

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

lated within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer's District shall file a statement disclosing that relationship. A required statement must be filed with the Board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

QUARTERLY
REPORTS

Not less than quarterly, the investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the Public Funds Investment Act. This report shall be presented to the Board and the Superintendent not less than quarterly, within a reasonable time after the end of the period. The report must:

1. Contain a detailed description of the investment position of the District on the date of the report.
2. Be prepared jointly and signed by all District investment officers.
3. Contain a summary statement for each pooled fund group (i.e., each internally created fund in which one or more accounts are combined for investing purposes) that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period.
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested.
5. State the maturity date of each separately invested asset that has a maturity date.

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

6. State the account or fund or pooled group fund in the District for which each individual investment was acquired.
7. State the compliance of the investment portfolio of the District as it relates to the District's investment strategy expressed in the District's investment policy and relevant provisions of Government Code, Chapter 2256.

If the District invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Board by that auditor.

Gov't Code 2256.023

SELECTION OF
BROKER

The Board or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District. *Gov't Code 2256.025*

AUTHORIZED
INVESTMENTS

The Board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. Investments may be made directly by the Board or by a nonprofit corporation acting on behalf of the Board or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of the two. *Gov't Code 2256.003(a)*

In the exercise of these powers, the Board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by the Board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The following investments are authorized:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies and instrumentalities; collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed

by the full faith and credit of, the state of Texas, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and bonds issued, assumed, or guaranteed by the state of Israel. *Gov't Code 2256.009(a)*

The following investments are not authorized:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates (but excluding those mortgage-backed securities described in Section 2256.009[b]) or secured in any other manner and amount provided by law for the deposits of the investing entity. *Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

- a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
- b. The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.

Gov't Code 2256.010(b)

The investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

3. Fully collateralized repurchase agreements that have a defined termination date; are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities; require the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited with the District or a third party selected and approved by the District, and are placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas. The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the District under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. *Gov't Code 2256.011*

4. A securities lending program if:
 - a. The value of securities loaned is not less than 100 percent collateralized, including accrued income, and the loan allows for termination at any time;
 - b. The loan is secured by:
 - (1) Pledged securities described by Government Code 2256.009;
 - (2) Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - (3) Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
 - c. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and
 - d. The loan is placed through a primary government securities dealer or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

5. Banker's acceptance, with a stated maturity of 270 days or fewer from the date of issuance that will be liquidated in full at maturity, which is eligible for collateral for borrowing from a Federal Reserve Bank, and is accepted by a bank meeting the requirements of Government Code 2256.012(4). *Gov't Code 2256.012*
6. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under United States law or the law of any state. *Gov't Code 2256.013*

7. No-load money market mutual funds that:
 - a. Are registered with and regulated by the Securities and Exchange Commission;
 - b. Provide the District with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.);
 - c. Have a dollar-weighted average stated maturity of 90 days or fewer; and
 - d. Include in their investment objectives the maintenance of a stable net asset value of \$1 for each share.

However, investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c).

8. No-load mutual funds that:
 - a. Are registered with the Securities and Exchange Commission;
 - b. Have an average weighted maturity of less than two years;
 - c. Are invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act);
 - d. Are continuously rated by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 - e. Conform to the requirements in Government Code 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Investments in no-load mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, the District may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds described in this item.

Gov't Code 2256.014

9. A guaranteed investment contract, as an investment vehicle for bond proceeds, if the guaranteed investment contract:

- a. Has a defined termination date.
- b. Is secured by obligations described by Government Code 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract.
- c. Is pledged to the District and deposited with the District or with a third party selected and approved by the District.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

- a. The Board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds.
- b. The District must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received.
- c. The District must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received.
- d. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested.
- e. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Gov't Code 2256.015

10. A public funds investment pool meeting the requirements of Government Code 2256.016 and 2256.019, if the Board authorizes the investment in the particular pool by resolution.
Gov't Code 2256.016, .019
11. "Corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment

rating firm. The term does not include a debt obligation that on conversion would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov't Code 2256.0204(a)*

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF] may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased. *Gov't Code 2256.0204(b)-(c)*

The District is not authorized to:

- a. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
- b. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

Gov't Code 2256.0204(d)

The District may purchase, sell, and invest its funds and funds under its control in corporate bonds if the Board:

- a. Amends its investment policy to authorize corporate bonds as an eligible investment;
- b. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds, and liquidating the investment in corporate bonds; and
- c. Identifies the funds eligible to be invested in corporate bonds.

Gov't Code 2256.0204(e)

The District investment officer, acting on behalf of the District, shall sell corporate bonds in which the District has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

- a. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corpo-

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

rate bonds are rated "AA-" or the equivalent at the time the release is issued; or

- b. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204(f)

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

CHANGE IN LAW

The District is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

LOSS OF REQUIRED RATING

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The District shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

SELLERS OF INVESTMENTS

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the District or to an investment management firm under contract with the District to invest or manage the District's investment portfolio. For purposes of this section, a business organization includes investment pools and an investment management firm under contract with the District to invest or manage the District's investment portfolio. The qualified representative of the business organization offering to engage in an investment transaction with the District shall execute a written instrument in a form acceptable to the District and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the District investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards.

The investment officer may not acquire or otherwise obtain any authorized investment described in the District's investment policy

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

from a person who has not delivered to the District the instrument described above.

Gov't Code 2256.005(k)-(l)

DONATIONS

A gift, devise, or bequest made to provide college scholarships for District graduates may be invested by the Board as provided in Property Code 117.004, unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to the District for a particular purpose or under terms of use specified by the donor are not subject to the requirements of Government Code Chapter 2256, Subchapter A. *Gov't Code 2256.004(b)*

ELECTRONIC FUNDS
TRANSFER

The District may use electronic means to transfer or invest all funds collected or controlled by the District. *Gov't Code 2256.051*

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

POLICY	It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.
INVESTMENT AUTHORITY	The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.
SCOPE	This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:
GENERAL FUND	The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.
SPECIAL REVENUE FUNDS	Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.
DEBT SERVICE FUNDS	A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.
CAPITAL PROJECTS FUNDS	A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.
INTERNAL SERVICE FUNDS	Internal service funds are proprietary funds accounted for on the accrual basis.
TRUST AND AGENCY FUNDS	This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, non-expendable trust funds, pension trust funds and agency funds.
TEXAS TEACHER RETIREMENT FUND	The Texas Teacher Retirement Fund shall not be covered by this policy. All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to participate in the Teacher Retirement System of Texas, a multiple-

employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

SAFETY

1. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a. The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
 - (1) Limiting investments to the types of securities listed in this investment policy;
 - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
 - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

LIQUIDITY

2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

YIELD

3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - a. A security with declining credit may be sold early to minimize loss of principal.
 - b. A security swap would improve the quality, yield, or target duration in the portfolio.
 - c. Liquidity needs of the portfolio require that the security be sold.

FUND STRATEGIES

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

1. General fund.
2. Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
3. Debt service fund(s).
4. Capital project fund(s).
5. Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
6. Trust and agency funds-including the student activity fund.

The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a laddered or liability-matching portfolio structure.

PRUDENCE

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and, whether the investment decision was consistent with the District’s investment policy and written investment procedures.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

ETHICS AND
CONFLICTS OF
INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

1. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
4. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

AUTHORIZED
INVESTMENTS

From those investments authorized by law and described in CDA(LEGAL), the Board shall permit investment of District funds in the following investment types only, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its instrumentalities; including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment

quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
- b. The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.

Gov't Code 2256.010(b)

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations of the United States or its agencies and in-

strumentalities, require the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*

The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.

4. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. *Gov't Code 2256.013.*
5. No-load money market mutual funds that are regulated by the Securities and Exchange Commission, and have a dollar-weighted average stated maturity of 90 days or fewer, are invested exclusively in obligations described by items 1–4 above, and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. Investments in mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). *Gov't Code 2256.014.*
6. A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. *Gov't Code 2256.016.*
7. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

and held in the District's name with an approved third party.
Gov't Code 2256.015.

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

AUTHORIZED
BROKERS / DEALERS

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by credit-worthiness who are authorized to provide investment services in the state of Texas. These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the investment officers with the following:

1. Audited financial statements
2. Proof of Financial Industry Regulatory Authority (FINRA) certification
3. Trading resolution
4. Proof of registration in the state of Texas
5. Completed broker/dealer questionnaire
6. Certification of having read the District's investment policy

This information will be reviewed by the investment officers and a recommendation for addition to the list of approved bidders will be submitted to the investment committee for approval.

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

MONITORING MARKET
PRICES

The investment officers shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

MONITORING RATING
CHANGES

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

SELECTION OF
DEPOSITORY

The Board shall select and designate a depository institution in accordance with CDA(LEGAL) and (LOCAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

COMPETITIVE
BIDDING

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

1. Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

COLLATERAL

The investment officers shall ensure that all District funds (principal and accrued interest) are fully collateralized to 110 percent or insured in one or more of the following manners:

1. FDIC insurance coverage; and/or
2. 110 percent of the uninsured value in obligations of the United States or its agencies or instrumentalities or other authorized securities as outlined in item 4 below.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

3. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required shall be 110 percent of the market value. The bank shall be liable for pricing securities and providing 110 percent collateralization.
4. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from the District or cost to the District, replace any such nonconforming security.

SAFEKEEPING AND
CUSTODY

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

DIVERSIFICATION

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)
U.S. Treasury Obligations	100% (maximum)
U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Commercial Paper	25% (maximum)
Guaranteed Investment Contracts	60% (maximum)

MAXIMUM MATURITY

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

BENCHMARK

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

INTERNAL CONTROL	The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.
INVESTMENT COMMITTEE	The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.
QUALITY OF INVESTMENT MANAGEMENT	Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.
INVESTMENT TRAINING	<p>Within 12 months after taking office or assuming duties, designated investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. <i>Gov't Code 2256.008(a)</i></p> <p>The investment officers must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. <i>Gov't Code 2256.008(a), (b)</i></p> <p>Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. <i>Gov't Code 2256.008(c)</i></p>
REPORTING	Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

1. Describe in detail the investment position of the District on the date of the report;
2. Be prepared jointly by all investment officers of the District;
3. Be signed by each investment officer of the District;
4. Contain a summary statement for each pooled fund group that states the beginning market value for the period and the ending market value for the period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and type of fund, and type of institution;
6. Percent of portfolio by type of asset, fund, and institution will be provided;
7. State the maturity date of each separately invested asset that has a maturity date;
8. State the account or fund or pooled fund group for which each individual investment was acquired; and
9. State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

ANNUAL
COMPLIANCE
AUDIT

In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

INVESTMENT POLICY
APPROVAL

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.

CONSIDER APPROVAL OF CAFETERIA MEAL PRICE INCREASES FOR 2015-2016

RECOMMENDATION:

That the Board of Trustees approve increasing meal prices for the 2015-16 school year.

IMPACT/RATIONALE:

Meal Prices:

Student meal prices were last adjusted in 2014-15. In compliance with the “Equity in School Lunch Pricing” Provision of the Healthy, Hunger-Free Act of 2010, pricing must be gradually increased in order to reduce the difference between reimbursements for free lunches and paid lunches.

PROGRAM DESCRIPTION:

The following table includes historic meal prices. The proposed price changes have been highlighted.

Lamar CISD	Lunch					Breakfast				
	PK-5	6-8	9-12	Adult	Visitor	PK-5	6-8	9-12	Adult	Visitor
1989-90	\$ 1.40	\$ 1.40	\$ 1.50	\$ 1.85	\$ 2.10	\$ 0.90	\$ 0.90	\$ 0.90	\$ 1.10	\$ 1.10
2005-06	\$ 1.40	\$ 1.50	\$ 1.50	\$ 2.00	\$ 2.10	\$ 0.90	\$ 0.90	\$ 0.90	\$ 1.20	\$ 1.20
2008-09	\$ 1.55	\$ 1.65	\$ 1.75	\$ 2.25	\$ 2.25	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.20	\$ 1.20
2011-12	\$ 1.70	\$ 1.70	\$ 1.80	\$ 2.35	\$ 2.35	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.40	\$ 1.40
2013-14	\$ 1.80	\$ 1.80	\$ 1.90	\$ 2.75	\$ 3.00	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.40	\$ 1.40
2014-15	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40
2015-16	\$ 1.95	\$ 2.05	\$ 2.15	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40

Submitted by: Matt Antignolo, Director of Food Service
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
 Superintendent

CONSIDER RENEWAL OF FLEET EQUIPMENT, SUPPLIES, AND SERVICES

RECOMMENDATION:

That the Board of Trustees approve the final renewal year of the contract with all awarded vendors for the Fleet Equipment, Supplies, and Services bid.

IMPACT/RATIONALE:

Purchases of Fleet Equipment, Supplies, and Services are funded by local, federal grant, or bond fund budgets and allocated by the Transportation Department. This type of award is beneficial to the District because it allows the Transportation Department to competitively purchase a large variety of equipment, supplies, and services when exact needs cannot be specified or anticipated in advance. Any large aggregated purchases will be quoted separately to take advantage of volume discounts.

PROGRAM DESCRIPTION:

RFP #13-2013 provides the District with multiple vendor options for equipment, supplies, and services. This bid established a discount from catalog or published price lists for a variety of fleet equipment and supplies. The categories included are as follows:

Body Parts	Chassis Parts	Electrical Parts
Engines	Transmissions	Chemicals and Fluids
Bus Monitoring Systems	Bus Wash Supplies	Miscellaneous Supplies

The Transportation department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation for the service vendors. Trade commodity categories were established (please see spreadsheet) and multiple vendors were awarded.

This bid was awarded as an annual contract with the option of renewal for two additional one-year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement commenced on June 19, 2013 after Board approval.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Leach, RTSBA, Purchasing and Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Bid Summary
RFP No. 13-2013
Fleet Equipment, Supplies and Services
June 29, 2015

SUPPLIES

Vendor	Body Parts	Chassis Parts	Electrical Parts	Engines	Transmissions	Chemicals and Fluids	Bus Monitoring Systems	Bus Wash Supplies	Miscellaneous Supplies
Batteries Plus Bulbs	No Bid	No Bid	25%-40%	No Bid	No Bid	No Bid	No Bid	No Bid	25%-40%
Beta Technology, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	5%	No Bid
Camacho Transmission Service, LLC	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid
Car Wash USA	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	5%	No Bid
Chalk's Truck Parts	50%	50%	50%	50%	50%	No Bid	50%	No Bid	50%, bus parts/supplies, excludes diagnostic tools
Communications & Emergency Products, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10%	No Bid	10%, 2-way radio EQ, lights, beacons, strobes
Davis Brothers Auto Supply #2	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%, parts incl. tractors, mowers, etc.
Finnegan Chrysler Jeep Dodge	15%	15%	15%	15%	15%	No Bid	No Bid	No Bid	15%, general auto parts
Fleet Pride	No Bid	0%	0%	0%	0%	0%	No Bid	No Bid	0%, tools, shop supplies
Fort Bend Hydraulics Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, hydraulic hoses, fittings, seals
G&K Services	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, shop towels, fender covers
Gulf Coast Paper Co. Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40%	40%, chemicals, wipers, gloves, etc.
Hydrotex	No Bid	No Bid	No Bid	No Bid	No Bid	15%	No Bid	No Bid	15%, oils, fluids, greases, chemicals
International Trucks of Houston	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	No Bid	No Bid	No Bid	No Bid
Interstate Batteries	No Bid	No Bid	30%	No Bid	No Bid	No Bid	No Bid	No Bid	30%, batteries
Jurado's Upholstery	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, bus seat vinyl
Lassetter-Lafour Equipment LP	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid
Legacy Ford	30%	30%	30%	Cost +	Cost + \$150.00	No Bid	No Bid	No Bid	No Bid
Longhorn Bus Sales	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	No Bid	0%-40%
Reladyne/Pumpelly Oil Company	No Bid	No Bid	No Bid	No Bid	No Bid	25%-30%	No Bid	No Bid	25%-30%
Roy's Auto Repair, Inc.	No Bid	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid
Rush Bus Center, Houston	15%-57%	15%-57%	15%-57%	15%-57%	15%-57%	No Bid	15%-57%	No Bid	No Bid
Dick's Auto Electric	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tucker Truck Rental	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, \$29.95/day truck rental, 59 cents/mile
United School Bus Seat Service, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%-25%, bus seat covers & foam
Winzer USA	10%	No Bid	10%	No Bid	No Bid	10%	No Bid	10%	10%, fasteners, shop supplies
Zep Sales and Service	No Bid	No Bid	No Bid	No Bid	No Bid	25%	No Bid	25%	No Bid
Zurovec's Auto & Transmission Repair	0%	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid

Bid Summary
RFP No. 13-2013
Fleet Equipment, Supplies and Services
June 29, 2015

SERVICES

	A&M Automotive	Camacho Transmission Service, LLC	Car Wash USA	Communications & Emergency Products, Inc.	Dick's Auto Electric	Finnegan Chrysler Jeep Dodge	Fort Bend Hydraulics Inc.	G&K Services	International Trucks of Houston	Jurado's Upholstery	Lassetter- Lafour Equipment LP	Legacy Ford	Longhorn Bus Sales
Paint and Body Repair-Bus-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	72.00/hr	No Bid	No Bid	38.00/hr	95.00/hr
Paint and Body Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	40.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	38.00/hr	No Bid
Electrical Trouble Shooting and Repair-Diesel Bus-labor only	No Bid	No Bid	No Bid	No Bid	495.00-795.00	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Electrical Trouble Shooting and Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	No Bid	65.00/hr	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Engine, Transmission, Chassis, and Exhaust Repair-Diesel Bus-labor only	No Bid	65.00 flat rate	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Light Duty Vehicle-labor only	No Bid	65.00 flat rate	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Engine Diagnostics-Diesel Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Engine Diagnostics-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Window/Windshield Replacement-Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	72.00/hr	No Bid	No Bid	No Bid	95.00/hr
Window/Windshield Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
State Vehicle Inspections-Bus-safety only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.50	No Bid	No Bid	14.50	No Bid
State Vehicle Inspections-Light Duty Vehicle-OBD II	No Bid	No Bid	No Bid	No Bid	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	No Bid	39.75	No Bid
A/C & Heating Repair-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	75.00/hr	No Bid	No Bid	No Bid	No Bid	75.00/hr	95.00/hr
Seat Repair/Replacement-Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	20.00/hr	No Bid	75.00/hr	95.00/hr
Seat Repair/Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Towing-Bus (flat fee)	225.00-350.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	500.00
Towing-Light Duty Vehicle (flat fee)	75.00 + \$4/mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	No Bid
Radio and Peripherals-All Radios in District Vehicles-labor only	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	No Bid	No Bid	95.00/hr
Bus Wash Maintenance/Repair-labor only	No Bid	No Bid	99.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Shop Towel Service (500 shop towels, 10 fender covers)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40.00	No Bid	No Bid	No Bid	No Bid	No Bid
Fuel Dispenser/Pumps-Maintenance-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Fuel Dispenser/Pumps-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Testing-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Maintenance-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Electronic Leak Detection System-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Waste Oil Removal/Disposal-pick up at any LCISD location-credit paid to LCISD \$/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Used Tire Removal/Disposal-Scrap Tire Fee-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Used Tire Removal/Disposal-Casing Credit-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bus Monitoring Systems-Radio Engineering Inc.													
Camera Repair-labor only	No Bid	No Bid	99.00/hr	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Hydraulic Equipment-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tire Changer/Balancer-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Material/Supplies:													
Material Cost Plus (general)	No Bid	No Bid	No Bid	Cost + 12%-22%	No Bid	No Bid	No Bid	No Bid	Up to \$250	Cost + 50%	Cost + 8%	Cost + 7%	No Bid
Specific Additional Materials: (list)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Other Service-Related Costs:													
Service Call	No Bid	No Bid	No Bid	75.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Travel Time	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mileage	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Bid Summary
RFP No. 13-2013
Fleet Equipment, Supplies and Services
June 29, 2015

SERVICES

	Petroleum Marketing Equipment	Riverside Collision Inc.	Roy's Auto Repair, Inc.	Rush Bus Center, Houston	Speedy Sticker Stop Inc.	Strouhal Tire Recapping Plant, Ltd	Windshields Unlimited #1	Winfred's Glass Co.	Zurovec's Auto & Transmission Repair
Paint and Body Repair-Bus-labor only	No Bid	44.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Paint and Body Repair-Light Duty Vehicle-labor only	No Bid	32.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Electrical Trouble Shooting and Repair-Diesel Bus-labor only	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	85.00/hr
Electrical Trouble Shooting and Repair-Light Duty Vehicle-labor only	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Diesel Bus-labor only	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Light Duty Vehicle-labor only	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine Diagnostics-Diesel Bus	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine Diagnostics-Light Duty Vehicle	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	85.00/hr
Window/Windshield Replacement-Bus	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid
Window/Windshield Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	35.00/hr	35.00/hr	85.00/hr
State Vehicle Inspections-Bus-safety only	No Bid	No Bid	14.50	No Bid	14.50	No Bid	No Bid	No bid	No Bid
State Vehicle Inspections-Light Duty Vehicle-OBd II	No Bid	No Bid	39.75	No Bid	39.75	No Bid	No Bid	No bid	No Bid
A/C & Heating Repair-Light Duty Vehicle	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No bid	85.00/hr
Seat Repair/Replacement-Bus	No Bid	No Bid	No Bid	45.00/hr	No Bid	No Bid	No Bid	No bid	No Bid
Seat Repair/Replacement-Light Duty Vehicle	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Towing-Bus (flat fee)	No Bid	225.00	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Towing-Light Duty Vehicle (flat fee)	No Bid	65.00	75.00	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Radio and Peripherals-All Radios in District Vehicles-labor only	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No bid	No Bid
Bus Wash Maintenance/Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Shop Towel Service (500 shop towels, 10 fender covers)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Fuel Dispenser/Pumps-Maintenance-labor only	97.75/hr	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Fuel Dispenser/Pumps-Repair-labor only	97.75/hr	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Testing-labor only	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Maintenance-labor only	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Repair-labor only	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Electronic Leak Detection System-Repair-labor only	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Waste Oil Removal/Disposal-pick up at any LCISD location-credit paid to LCISD \$/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Used Tire Removal/Disposal-Scrap Tire Fee-pick up at any LCISD location	No Bid	No Bid	3.00/tire	No Bid	No Bid	3.50-6.50/tire	No Bid	No bid	No Bid
Used Tire Removal/Disposal-Casing Credit-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	70.00/tire	No Bid	No bid	No Bid
Bus Monitoring Systems-Radio Engineering Inc.									
Camera Repair-labor only	No Bid	No Bid	No Bid	45.00/hr	No Bid	No Bid	No Bid	No bid	No Bid
Hydraulic Equipment-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Tire Changer/Balancer-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Material/Supplies:									
Material Cost Plus (general)	No Bid	No Bid	Cost + \$5	Cost + 10%	No Bid	No Bid	Cost + 47%, windshields, glass	Cost + 50%, windshields, glass	No Bid
Specific Additional Materials: (list)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	List price for mouldings, clips, fasteners \$30 for seal kits	Laminated safety glass (flat) \$11/sq ft	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Rock chips cost \$40 for 1st, \$10 each add'l same visit	No Bid	No Bid
Other Service-Related Costs:									
Service Call	52.75	No Bid	No Bid	85.00	No Bid	No Bid	No Bid	No Bid	No Bid
Travel Time	75.00	No Bid	No Bid	35.00	No Bid	No Bid	No Bid	No Bid	No Bid
Mileage	1.25/mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

CONSIDER APPROVAL OF INTEGRATED PEST CONTROL SERVICES

RECOMMENDATION:

That the Board of Trustees approve Bug Man Pest Control for Integrated Pest Control Services for the District.

IMPACT/RATIONALE:

Integrated Pest Management (IPM) is an ecosystem based strategy that focuses on long-term prevention of pests through a combination of techniques that prevent pests from entering, harboring, and/or damaging a facility. Long term application of an IPM program minimizes the effect of pests in and around our campuses and facilities as outlined in the State of Texas Occupations Code 1951.212.

PROGRAM DESCRIPTION:

CSP 14-2015ML requested that vendors supply information related to the administration of an Integrated Pest Control (IPM) program for the District. All vendors were provided with Lamar CISD Legal and Local Policy CLB which outlines the program. Vendors were asked to submit pricing on a five year matrix, and to describe how they would meet all the requirements as listed in Occupation Code 1951.212 and District policy.

Working with the Purchasing Department, the Maintenance and Operations Department staff evaluated submissions based on an eight (8) criteria rubric. After evaluation of the firms who responded, it is the recommendation to award Bug Man Pest Control. This bid will be awarded as an annual contract and with an optional renewal for four (4) additional one-year periods if all conditions are met. Either party may provide a 30-day advance written notice of intent to cancel prior to the expiration of the annual term. This agreement will commence on August 1, 2015.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Vendor	5 Year Cost to District	Purchase Price 25 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10 Points Max	Extent to which the goods or services meet the District's needs 20 Points Max	Vendor's past relationship with the District 5 Points Max	Long-Term cost to the District to acquire the vendor's goods or services 10 Points Max	Vendor's principal place of business is in the State of Texas, or employs 500 people in this state 5 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points Max	Total Score	Firm's Ranking Order
Bug Man Pest Control	\$129,840.00	25.00	15.00	9.33	19.33	1.00	10.00	5.00	10.00	94.66	1
Gillen Pest Control	\$209,400.00	15.50	15.00	7.67	18.00	3.00	8.00	5.00	10.00	82.17	3
PestMaster Services	\$185,148.00	17.53	15.00	8.33	18.00	1.00	8.67	5.00	10.00	83.53	2
Total Pest Control Solutions	\$192,000.00	16.91	15.00	8.00	17.67	1.00	8.33	5.00	10.00	81.91	4

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:

Madison Charitable Foundation donated \$10,000 to Common Threads.

Frost PTO donated \$4,000 to resurface the track at Frost Elementary School.

George Ranch Athletic Booster Club donated \$12,636 to purchase football coaching headsets at George Ranch High School.

George Ranch Ag/FFA Booster Club donated a trailer valued at \$5,000 to George Ranch High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS
DELEGATE AND ALTERNATE TO THE 2015 TEXAS ASSOCIATION OF
SCHOOL BOARDS (TASB) FALL CONVENTION**

RECOMMENDATION:

That the Board of Trustees designate _____ as the delegate
and _____ as the alternate to the 2015 Texas Association of
School Boards fall convention.

IMPACT/RATIONALE:

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Rhonda Zacharias and our alternate was Kay Danziger. The 2015 TASB/TASA Convention will be held in Austin, Texas, October 2 – 5, 2015.

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

RECOMMEDATION:

That the Board of Trustees approve the nomination of _____ for
Position 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:



Dr. Thomas Randle
Superintendent



BARBERS HILL
Independent School District

P.O. Box 1108 · 9600 Eagle Drive · Mont Belvieu, TX 77580

281.576.2221 · bhisd.net

RECEIVED

JUN 29 2015

Board of Trustees

- BENNY MAY
President
- BECKY TICE
Vice-President
- CYNTHIA ERWIN
Secretary
- GEORGE BARRERA
Member
- JEF FARRELL
Member
- RON MAYFIELD
Member
- FRED SKINNER
Member

Superintendent

GREG POOLE, Ed.D.

Assistant Superintendents

- SANDRA DUREE
Curriculum & Instruction
- BECKY McMANUS
Finance
- BARBARA PONDER
Personnel
- STANLEY FRAZIER
Planning & Operations

Directors

- RONNIE GAGE
Athletic Director
- STEPHANIE GAGE
Auxiliary Services
- CARLA RABALAIS
Communications
- BECKY JOHNSON
Operations
- SUSAN LEBLANC
School Nutrition
- SUE GARCIA
Special Services
- KATIE RUSSELL
Technology

Principals

- RICK KANA
High School
- LANCE MURPHY
Middle School North
- DENNIS WAGNER
Middle School South
- SARAH OTTO
Elementary School North
- SUE CHATHAM
Elementary School South
- MANDY MALONE
Primary School
- LISA WATKINS
Kindergarten Center
- DANIEL ANDREWS
D.A.E.P.

Chief of Police

CHARLES K. WIDNER, JR.

June 25, 2015

Dear Superintendent and Fellow Board Member,

My term as the TASB Director from Region 4C will be expiring at the TASB Convention in October, and I have decided to seek re-election for my position. During the past seven years of serving on the TASB board I have had many opportunities to learn more about other districts from all across the state of Texas. I have also visited with many Region 4 board members and I am convinced Region 4 has some of the highest quality school districts in the state. I truly enjoy being an advocate for public education in the state of Texas. The various TASB committees I have served on include the Bylaws and Resolutions Committee, Nominations Committee and Member Services Committee.

Over the last 20 years I have had the opportunity to serve my local school district, and it has truly been a wonderful experience. During this time, I have experienced the positions of Member, Secretary, Vice President, and President. It has been an absolute privilege to serve the children in Barbers Hill Independent School District, and there is nothing better than watching children succeed not in just school, but life.

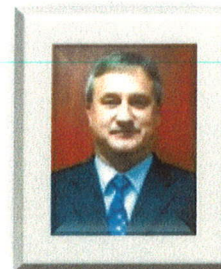
I would like to share the passion that I have had with BHISD for the last 20 years with children from other districts. It has been an honor to represent Region 4 and serve on a board that represents school districts from all across this great state.

Your district can help me continue to represent Region 4 by sending in the enclosed **endorsement from by August 31, 2015**. In order the form to be valid, **your board must take action at a duly called meeting between July 3 and August 31, 2015**.

I invite you to call me if you have any questions. My cell phone number is 281-731-5217.

Thank you for your consideration and support,

Benny May,
President - Barbers Hill ISD Board of Trustees
Director - Region 4C Texas Association of School Boards



TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB)
ENDORSEMENT FORM

Date: _____

Dr. Faye Beaulieu, Chair
TASB Nominations Committee
P. O. Box 400
Austin, Texas 78767-0400

Dear Dr. Beaulieu:

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

This form is to be used to endorse a nominated individual from a BOARD within your TASB Region who has completed the **Tuesday, June 30, 2015**, requirements.
Endorsements will only be accepted if acted on from July 3 to August 31. Must be received in the TASB Austin Headquarters on or before Monday, August 31, 2015.

CANDIDATE INFORMATION

NAME: _____
SCHOOL DISTRICT: _____
MAILING ADDRESS: _____
CITY: _____, TEXAS ZIP: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(BOARD PRESIDENT)

NAME: _____
SCHOOL DISTRICT: _____
MAILING ADDRESS: _____
CITY: _____, TEXAS ZIP: _____

Must be received in the TASB Austin Headquarters on or before
MONDAY, AUGUST 31, 2015.

RETURN TO:
TASB
Attn: Board and Management Services
P.O. Box 400
Austin, Texas 78767-0400
E-mail: susan.tabbee@tasb.org
FAX: (512) 467-3554

June 30, 2015

Dear Superintendent and Fellow Board Member:

This letter is to request your district's endorsement of my candidacy for the Region 4, Position C on the Texas Association of School Boards Board of Directors. My name is Ann Williams and I currently serve as the Assistant Board Secretary for the Alief Independent School District Board of Trustees.

I have been a member of the Board of Trustees for the Alief Independent School District since 2007 where I currently hold the position of Assistant Secretary. My position as a board member has given me the opportunity to become active in several community organizations including the Gulf Coast Association of School Board members, Houston Galveston Area Council, Texas Association of School Boards (TASB) and West Houston P-16 Council. I have utilized my leadership abilities in holding leadership positions as a chairperson of the Legislative Committee for Texas Caucus Black School Board Members; Regional Vice President for the Texas Caucus Black School Board Members and a legislative representative (Alief ISD) for the TASB Legislative Advisory Council.


I have had the pleasure of working in the public school system for over five years as a long-term substitute teacher within school districts that educate economically challenged and language deficient students. Prior to my contribution as a substitute teacher, I volunteered in several non-profit organizations as an advocate for parents and students while participating in parent/teacher conferences.

Serving on the TASB Board would continue reinforce my commitment in supporting the mission in promoting educational excellence for Texas school children through advocacy, visionary leadership, and high quality services to school districts. I would like to continue to represent my area and work with other districts in addressing the challenges facing our public education system.

The support of the area districts is crucial in my pursuit of Region 4, Position C. An endorsement form is attached, and I would appreciate it if you would consider putting this issue on your July or August School Board agenda. The endorsement form must be completed and sent no later than August 31, 2015 either by email to susan.tabbee@tasb.org or faxed to (512) 467-3554.

Thank you for your consideration.

Sincerely,


Ann Williams
Assistant Secretary of Alief ISD Board of Trustees

RECEIVED

JUL 06 2015

**LAMAR CISD
SUPERINTENDENT'S OFFICE**

TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB)
ENDORSEMENT FORM

Date: _____

Dr. Faye Beaulieu, Chair
TASB Nominations Committee
P. O. Box 400
Austin, Texas 78767-0400

Dear Dr. Beaulieu:

This form is to be used to endorse a nominated individual from a BOARD within your TASB Region who has completed the **Tuesday, June 30, 2015**, requirements.
Endorsements will only be accepted if acted on from July 3 to August 31. Must be received in the TASB Austin Headquarters on or before Monday, August 31, 2015.

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

CANDIDATE INFORMATION

NAME: _____
SCHOOL DISTRICT: _____
MAILING ADDRESS: _____
CITY: _____, TEXAS ZIP: _____

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

Best regards,

(BOARD PRESIDENT)

NAME: _____
SCHOOL DISTRICT: _____
MAILING ADDRESS: _____
CITY: _____, TEXAS ZIP: _____

Must be received in the TASB Austin Headquarters on or before
MONDAY, AUGUST 31, 2015.

RETURN TO:
TASB
Attn: Board and Management Services
P.O. Box 400
Austin, Texas 78767-0400
E-mail: susan.tabbee@tasb.org
FAX: (512) 467-3554

**CONSIDER APPROVAL OF ARCHITECT CONTRACT FOR THE
TERRY HIGH SCHOOL TRACK RESURFACING PROJECT**

RECOMMENDATION:

That the Board of Trustees approve PBK Architects for the Terry High School Track Resurfacing Project and allow the superintendent to begin contract negotiations.

IMPACT/RATIONALE:

At the May 21, 2015 regular Board Meeting the Board of Trustees approved the funding for this project to be from the 2003 Bond available funds. The administration recommends that contract negotiations begin immediately with PBK Architects for the Terry High School Track Resurfacing Project.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin working with the district to create a program and design for the Terry High School Track Resurfacing Project.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE
TERRY HIGH SCHOOL TRACK RESURFACING PROJECT**

RECOMMENDATION:

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement for the Terry High School track 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 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 Terry High School track 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:

Thomas Randle

Dr. Thomas Randle
Superintendent

EVALUATION CRITERIA FOR PROPOSAL

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

	Evaluation Criteria	Point System
1	Purchase price – 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	Reputation of the vendor and of the vendor’s goods or services – 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 contact via e-mail.	15
3	Quality of the vendor’s goods or services – Services will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	15
4	Quality of Vendors Response in the Proposal.	10
5	Vendor’s past relationship with the district 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	Vendor’s Safety Record – PLEASE SUBMIT THREE YEARS OF EMR REPORTS and a COPY OF YOUR SAFETY MANUAL	5
7	Vendor’s proposed personnel- certifications, qualifications, experience.	10
8	Ability to service our accounts with proper staff and insurance requirements. <ul style="list-style-type: none"> • Provide proof of proper insurance as defined in this proposal. • Quality and Availability of personnel and services • Appropriate staffing 	15
10	TOTAL	100 POINTS

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE
CONSTRUCTION OF THE SATELLITE TRANSPORTATION CENTER PHASE 2**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of the Satellite Transportation Center Phase 2 in the amount of \$34,293.

IMPACT RATIONALE:


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

PROGRAM DESCRIPTION:

Material testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the Satellite Transportation Center Phase 2.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

July 2, 2015

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

Subject: Proposal for Construction Materials Testing Services
LCISD Satellite Transportation Facility Expansion
Terracon Proposal No. P92151011.Revision1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this revised 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

The site is located at the NEC of FM 1093 and Bois D'Arc Lane in Rosenberg, Texas. The project involves the construction of a building addition with a footprint area of approximately 4,400 square feet to the existing Maintenance building. The project will also include the construction of a new bus wash building. Additionally, parking areas, driveways and bus covered parking area are planned as part of this expansion. The buildings' and parking canopies foundation will consist of drilled-and-underreamed piers. The slabs on grade will be supported on 48 inches of select fill. The buildings' superstructure will consist of structural steel framing and CMU walls. The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with chemically treated subgrade.

Based on the provided information, we understand that the bus wash building floor is being treated as a slab-on-grade. Terracon strongly recommends this area being treated as pavement according to the recommendations provided in the original Terracon Geotechnical Report No. 92141004.

Terracon was provided with the following construction documents for the preparation of this proposal:

- Construction plans by PBK Architects dated April 13, 2015;

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

As requested by the client, Terracon revised the scope of services as follows.

Earthwork Observations and Testing:

1. Sample select fill, building subgrade, trench backfill of the storm sewer under the bus parking area only, and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture-Density Relationship (ASTM D 698 and ASTM D558).
2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.**
3. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
4. Observe the chemical treatment process for the pavement subgrade.
5. Perform field gradation tests of treated subgrade.
6. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Reinforcing Steel Observation and Testing:

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

Cast-in-Place Concrete Observations and Testing:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 100 cubic yards for structural concrete and one set of cylinders every 150 cubic yards for pavement. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days.

Structural Steel Observations and Testing:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
2. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

Project Management/ Administration:

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.

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

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.

Proposal for Construction Materials Testing Services

LCISD Satellite Transportation Facility Expansion ■ Fulshear, Texas

July 2, 2015 ■ Terracon Proposal No. P92151011.Revision1



D) COMPENSATION

Based on the project information available for our review, we propose a budgetary cost estimate of **\$34,293**. Should a construction schedule become available, Terracon can provide a detailed 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. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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.

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 – 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.

Proposal for Construction Materials Testing Services

LCISD Satellite Transportation Facility Expansion ■ Fulshear, Texas

July 2, 2015 ■ Terracon Proposal No. P92151011.Revision1



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. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

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)

A handwritten signature in blue ink, appearing to read "Carlos de las Cuevas".

Carlos de las Cuevas, P.E.

Project Engineer

Materials Services

A handwritten signature in blue ink, appearing to read "Alfonzo Hernandez".

Alfonzo Hernandez, P.E.

Materials Services Manager

Attachments:

- (1) Agreement For Services
- (2) Schedule of Services and Fees

**LCISD – SATELLITE TRANSPORTATION FACILITY EXPANSION
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING**

Personnel

Project Manager, per hour	\$ 110.00
Certified Welding Inspector (CWI), Environmental Technician II, per hour.....	\$ 90.00
Roofing Inspector, NDE Technician (Level I), Environmental Technician I, per hour	\$ 75.00
Engineering Technician, per hour.....	\$ 40.00

Transportation

Vehicle Charge (local, within Harris County), per trip	\$ 60.00
--	----------

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Remarks:

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

Our prices include up to five (5) copies of the report distributed and mailed in accordance with your instructions. Additional copies mailed at \$0.45 per page plus hourly charge.

Concrete Tests

Cylinder compression test (ASTM C-39), each	\$ 16.00
Beam flexural test (ASTM C-293 or C-78), each	\$ 50.00
Cube/prism compression test (ASTM C-109), each.....	\$ 25.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each	\$ 35.00

Masonry Tests

Compressive strength of masonry cube/cylinder (ASTM C-1019), each.....	\$ 25.00
Compressive strength of grout prism (ASTM C-1019), each.....	\$ 50.00

**LCISD – SATELLITE TRANSPORTATION FACILITY EXPANSION
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING**

Soils Laboratory Tests

Classification

Moisture Content and visual classification, each	\$ 12.00
Atterberg limits (ASTM D-4318 Method A), each	\$ 55.00
Percent Passing No. 200 Sieve (ASTM D-1140), each	\$ 60.00
Sieve Analysis, each	\$ 60.00

Compaction

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each	\$ 165.00
ASTM D-698, method C, each	\$ 175.00
ASTM D-1557, method A & B, each	\$ 200.00
ASTM D-1557, method C, each	\$ 225.00

Stabilization Evaluation

Soil - Lime curve, 5 point PI vs. Lime content, each	\$ 300.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each	\$ 60.00

Soils Field Services

Technician time will be charged at the appropriate hourly rate plus:

Nuclear density gauge, per trip	\$ 60.00
---------------------------------------	----------

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3	\$ 75.00
Bulk specific gravity of lab molded specimens, set of 3	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each	\$ 65.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each	\$ 120.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each	\$ 210.00
Asphalt Content and Gradation (Ignition Oven Method), each	\$ 210.00

**LCISD – SATELLITE TRANSPORTATION FACILITY EXPANSION
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING**

NDE Field Services

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day	\$ 100.00
MT/LP consumables, per day	\$ 100.00
Minimum trip charge, personnel and equipment.....	\$ 460.00
Torque Wrench, per hour.....	\$ 50.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

Sprayed Applied Fireproofing Materials

Density by Displacement Method (ASTM E-605), each.....	\$ 25.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 25.00

Remarks

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

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 LCISD Satellite Transportation Facility Expansion project ("Project"), as described in the Project Information section of Consultant's Proposal dated 07/02/2015 ("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 \$100,000 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: **7/2/2015**
 Name/Title: **Alfonzo Hernandez, P.E. / Construction Services Manager**
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **ahernandez@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92151011.Revision1

**CONSIDER APPROVAL OF CSP 12-2015ML FOR THE TENNIS COURT
RESURFACING AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Three Colors for tennis court resurfacing at Foster High School in the amount of \$41,100 and amend the budget as necessary.

IMPACT/RATIONALE:

Competitive sealed proposals were received on June 10, 2015 and two (2) contractors submitted proposals. This project will consist of resurfacing eight (8) tennis courts, refinishing net posts, new nets, and replace 2 torn wind screens for Foster High School tennis courts. The Purchasing Department and Maintenance and Operations staff have evaluated the proposals, and based on an 8 criteria rubric, Three Colors has been recommended. This project is funded from the 2003 Bond Available Funds.

PROGRAM DESCRIPTION:

Upon approval, Three Colors will begin the process and work will commence August 1, 2015

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Vendor	Base Proposal	Purchase Price 25 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 15 Points Max	Quality of Vendor's Response 10 Points Max	Vendor's past relationship with the District 5 Points Max	Vendor's Safety Record 5 Points Max	Vendor's principal place of business is in the State of Texas, or employs 500 people in this state 10 Points Max	Ability to service our accounts with proper staff and insurance requirements 15 Points Max	Total Score	Firm's Ranking Order
Three Colors	\$41,100.00	25.00	15.00	14.25	10.00	1.00	4.75	5.00	10.00	85.00	1
Hellas	\$84,850.00	12.11	15.00	14.25	10.00	3.00	4.25	5.00	10.00	73.61	2

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE
CONSTRUCTION OF THE MIDDLE DRIVE RIGHT TURN DECELERATION LANE
ON THE FULSHEAR HIGH SCHOOL COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of the middle drive right turn deceleration lane on the Fulshear High School complex in the amount of \$5,949.

IMPACT RATIONALE:

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

PROGRAM DESCRIPTION:

Material testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the middle drive right turn deceleration lane on the Fulshear High School complex.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

June 10, 2015

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

Subject: Proposal for Construction Materials Testing Services
LCISD Middle Drive Right turn Deceleration Lane
Terracon Proposal No. P92151019

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

The site is located at the NEC of FM 1093 and Bois D'Arc Lane in Fulshear, Texas. The project involves the construction of a deceleration lane to turn right onto Middle Drive. Paving will consist of 1.5 inches of asphaltic concrete (TxDOT Item 340 Type D) over ten inches asphalt treated base (TxDOT Item 292 Grade 2), over chemically treated subgrade.

Terracon was provided with the following construction documents for the preparation of this proposal:

- Secondary Access Drive at Satellite Transportation Center plans by PBK Architects (Issue for permit) dated November 24, 2014;

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project document.



Earthwork Observations and Testing:

1. Sample fill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture-Density Relationship (ASTM D 698 and ASTM D558).
2. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
3. Observe the chemical treatment process for the pavement subgrade.
4. Perform field gradation tests of treated subgrade.
5. Observe proofrolling operations of the paving subgrade; and perform density tests of subgrade, side ditch backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Asphalt Pavement Observations and Testing:

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. One sample will be obtained for every 250 tons of asphalt placed each day.
2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.
4. Core the newly constructed asphaltic pavement and perform thickness measurements of the cores.

Project Management/ Administration:

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.

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

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.

Proposal for Construction Materials Testing Services

LCISD Middle Drive Right Turn Deceleration Lane ■ Fulshear, Texas

June 10, 2015 ■ Terracon Proposal No. P92151019



D) COMPENSATION

Based on the project information available for our review, we propose a budgetary cost estimate of **\$5,949**. Should a construction schedule become available, Terracon can provide a detailed 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. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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.

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 – 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.

Proposal for Construction Materials Testing Services

LCISD Middle Drive Right Turn Deceleration Lane ■ Fulshear, Texas

June 10, 2015 ■ Terracon Proposal No. P92151019



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. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

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)

A handwritten signature in blue ink, appearing to read "Carlos de las Cuevas".

Carlos de las Cuevas, P.E.
Project Engineer
Materials Services

A handwritten signature in blue ink, appearing to read "Alfonso Hernandez".

Alfonso Hernandez, P.E.
Materials Services Manager

Attachments:

- (1) Agreement For Services
- (2) Schedule of Services and Fees

**LCISD – MIDDLE DRIVE RIGHT TURN DECELERATION LANE
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING**

Personnel

Project Manager, per hour	\$ 110.00
Certified Welding Inspector (CWI), Environmental Technician II, per hour.....	\$ 90.00
Roofing Inspector, NDE Technician (Level I), Environmental Technician I, per hour	\$ 75.00
Engineering Technician, per hour.....	\$ 40.00

Transportation

Vehicle Charge (local, within Harris County), per trip	\$ 60.00
--	----------

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Remarks:

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

Our prices include up to five (5) copies of the report distributed and mailed in accordance with your instructions. Additional copies mailed at \$0.45 per page plus hourly charge.

Concrete Tests

Cylinder compression test (ASTM C-39), each	\$ 16.00
Beam flexural test (ASTM C-293 or C-78), each	\$ 50.00
Cube/prism compression test (ASTM C-109), each.....	\$ 25.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each	\$ 35.00

Masonry Tests

Compressive strength of masonry cube/cylinder (ASTM C-1019), each.....	\$ 25.00
Compressive strength of grout prism (ASTM C-1019), each.....	\$ 50.00

**LCISD – MIDDLE DRIVE RIGHT TURN DECELERATION LANE
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING**

Soils Laboratory Tests

Classification

Moisture Content and visual classification, each	\$ 12.00
Atterberg limits (ASTM D-4318 Method A), each	\$ 55.00
Percent Passing No. 200 Sieve (ASTM D-1140), each	\$ 60.00
Sieve Analysis, each	\$ 60.00

Compaction

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each	\$ 165.00
ASTM D-698, method C, each	\$ 175.00
ASTM D-1557, method A & B, each	\$ 200.00
ASTM D-1557, method C, each	\$ 225.00

Stabilization Evaluation

Soil - Lime curve, 5 point PI vs. Lime content, each	\$ 300.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each	\$ 60.00

Soils Field Services

Technician time will be charged at the appropriate hourly rate plus:	
Nuclear density gauge, per trip	\$ 60.00

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3	\$ 75.00
Bulk specific gravity of lab molded specimens, set of 3	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each.....	\$ 65.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each.....	\$ 120.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each	\$ 210.00
Asphalt Content and Gradation (Ignition Oven Method), each.....	\$ 210.00

**LCISD – MIDDLE DRIVE RIGHT TURN DECELERATION LANE
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING**

NDE Field Services

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day	\$ 100.00
MT/LP consumables, per day	\$ 100.00
Minimum trip charge, personnel and equipment.....	\$ 460.00
Torque Wrench, per hour.....	\$ 50.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

Sprayed Applied Fireproofing Materials

Density by Displacement Method (ASTM E-605), each.....	\$ 25.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 25.00

Remarks

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

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 LCISD Middle Drive Right Turn Deceleration Lane project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/10/2015 ("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 \$100,000 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: **6/10/2015**
 Name/Title: **Alfonzo Hernandez, P.E. / Construction Services Manager**
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **ahernandez@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92151019

CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying Inc. for professional surveying services (land survey) for the new elementary #24 not to exceed the amount of \$21,000.

IMPACT RATIONALE:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Funds. Services include a standard topographic survey needed for the design and the platting process for the new elementary #24.

PROGRAM DESCRIPTION:

Professional surveying services will generate reports and drawings locating property boundaries, locations of easements, information on site utilities, etc. The land survey is necessary for the design and construction of the new elementary #24.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033
Texas Board of Professional Land Surveying Registration No. 10046104

June 29, 2015

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic surveying services and Platting services for the survey of a 14.90 acre tract
John Foster Survey, Abstract 26
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. This proposal is for topographic services requested for the recently surveyed 14.90 acre tract adjacent to the Creekside Subdivision. This proposal also includes fees for services related to the platting of said tract through the City of Houston and Fort Bend County.

The fee for the topographic services is \$3,000.00.

This includes all fieldwork, drafting and related office work to produce a product for delivery to PBK for use in development and planning.

The fee for Platting services is \$18,000.00.

This includes all fieldwork, drafting and related office work to have the development plat of the tract submitted to the various jurisdictional entities and ultimately filed for record at the County Clerk's office. This fee also includes the various related fees and costs payable to others during the process of platting. This includes but is not limited to submittal fees to the City of Houston, submittal fees to Fort Bend County, recording fees for Fort Bend County, charges for certified copies of County tax certificates, charges for a current platting letter from a title company.

Please note the above fees do not include any drainage or engineering design and/or calculations.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Creekside_TOPO & PLAT.doc
Enclosure

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

Date

Name (Printed) Phone Number

GENERAL CONDITIONS OF AGREEMENT

Jones & Carter, Inc. (dba Charlie Kalkomey Surveying, Inc.)
Texas Board of Professional Land Surveying Registration No. 10046104

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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

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

SEVERABILITY

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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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

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

RECOMMENDATION:

That the Board of Trustees approve the supplement to the agreement with Terracon for material testing services for the construction of the Traylor Stadium Phase 2 Renovations in the amount of \$1,750.

IMPACT RATIONALE:


Material testing services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget. Due to the weather and moisture levels additional testing is required for the project. This supplemental agreement will complete the project.

PROGRAM DESCRIPTION:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 01/27/2015, Agreement reference number PO Number 55003816-00) is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Additional materials testing services associated with Building 3 and Area Paving

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Not-to-Exceed amount of \$1,750.00

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: *Mark D Wells* Date: **7/14/2015**
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: _____
Address: **3911 Avenue I
Rosenberg, TX 77471**
Phone: **(281) 341-3122** Fax: **(281) 341-3129**
Email: **mckeever@lcsid.org**



October 9, 2014

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

Phone: 281.341.3122
Fax: 281.341.3129

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

Dear Mr. McKeever:

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

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

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

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

Alfonso Hernandez, P.E.
Construction Services Manager

Attachment:

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





COST ESTIMATE
FOR CONSTRUCTION MATERIALS TESTING
Renovations to Guy K. Traylor Stadium (Building 3), Rosenberg, Texas
4606 Mustang Avenue
Terracon Proposal No. P92141898

Service	Quantity	Unit	Unit Rate	Estimate
Earthwork and Backfill Observation and Testing				
Engineering Technician	24	hour	\$40.00	\$960
Vehicle Charge	5	trip	\$60.00	\$300
Nuclear Density Gauge	4	trip	\$50.00	\$200
Atterberg Limits	1	each	\$55.00	\$55
Moisture Density Relationship (ASTM D698)	1	each	\$165.00	\$165
			Sub-total	\$1,680
Reinforcing Cast-in-Place Structural Concrete Observation and Testing				
Engineering Technician	32	hour	\$40.00	\$1,280
Vehicle Charge	4	trip	\$60.00	\$240
Concrete Test Cylinders (ASTM C39) 4 cyl. per set	6	set	\$60.00	\$360
			Sub-total	\$1,880
Masonry Observations and Testing				
Engineering Technician	24	hour	\$40.00	\$960
Vehicle Charge	5	trip	\$60.00	\$300
Mortar Test Cubes (6 cubes per set)	12	each	\$25.00	\$300
Grout Test Prisms (4 prisms per set)	8	each	\$25.00	\$200
			Sub-total	\$1,760
Structural Steel Observations				
Certified Welding Inspector (CWI)	4	hour	\$75.00	\$300
Vehicle Charge	1	trip	\$60.00	\$60
			Sub-total	\$360
Administration				
Project Manager	3	hour	\$110.00	\$330
Estimated Project Total for New Buildings				\$6,010

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 Renovations to Traylor Stadium (Building 3) project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/09/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing 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: Mark D Wells Date: **10/9/2014**
 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: **Kevin McKeever /**
 Address: **3911 Avenue I Rosenberg, TX 77471**
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**
 Email: **mckeever@lcsid.org**

Reference Number: P92141898

**CONSIDER APPROVAL OF CONSTRUCTION MANAGER-AGENT
(CMA) CONTRACT**

RECOMMENDATION:

That the Board of Trustees approve the contract with Vanir/Rice & Gardner Consultants, Inc., A Joint Venture to perform the services of Construction Manager- Agent (CMA) for the 2014 bond program.

IMPACT/RATIONALE:

In March 2015, the Purchasing Department released a Request for Qualifications, RFQ 10-2015ML, for the Construction Manager-Agent (CMA).

After the completion of an evaluation from the Operations Department and the Board Facilities Committee, the top three (3) firms were presented to the Board of Trustees at the Special Board Meeting May 5, 2015.

1. Gilbane/IDC
2. Vanir/Rice Gardner, A Joint Venture
3. AECOM/Skanska

The Board approved the ranked list and authorized the Superintendent to begin negotiations with the top ranked firm.

On June 18, 2015, the Lamar CISD Board of Trustees formally terminated negotiations with Gilbane Building Company with regards to a contract to perform Construction Manager-Agent services for the 2014 Bond Referendum and authorized the Superintendent to commence with negotiations with Vanir/Rice & Gardner Consultants, Inc., A Joint Venture, as the second ranked firm under the procurement for Construction Manager-Agent (CMA) services.

PROGRAM DESCRIPTION:

Upon approval Vanir/Rice & Gardner Consultants, Inc., A Joint Venture will provide Construction Manager-Agent (CMA) Services for the 2014 Bond program.

The contract will be provided under separate cover.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2015-16 budget. Legislative topics and the status of budget development will be discussed.

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

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

- Exhibit "A" gives the LCISD collections made during the month of June 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 June 30, 2015, LCISD had collected 98.6% 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
June 2015**

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	\$ 587,039.55	\$ 62,254.82	\$ 5,906.94	\$ 655,201.31	\$ 439,229.29	\$ 52,486.54	\$ 147,810.26	\$ 15,675.22
13	\$ 50,943.67	\$ 11,483.46	\$ 8,877.05	\$ 71,304.18	\$ 38,116.53	\$ 17,469.13	\$ 12,827.14	\$ 2,891.38
12	\$ 16,509.34	\$ 5,941.25	\$ 3,818.50	\$ 26,269.09	\$ 12,352.43	\$ 8,263.76	\$ 4,156.91	\$ 1,495.99
11	\$ 8,758.28	\$ 3,678.81	\$ 1,737.01	\$ 14,174.10	\$ 6,427.04	\$ 4,436.57	\$ 2,331.24	\$ 979.25
10	\$ 4,162.93	\$ 1,941.29	\$ 688.53	\$ 6,792.75	\$ 3,111.97	\$ 2,139.70	\$ 1,050.96	\$ 490.12
09	\$ (27,276.55)	\$ 2,129.30	\$ 580.93	\$ (24,566.32)	\$ (21,440.42)	\$ 2,255.49	\$ (5,836.13)	\$ 454.74
08	\$ (8,044.56)	\$ 1,479.17	\$ 172.71	\$ (6,392.68)	\$ (6,320.80)	\$ 1,337.95	\$ (1,723.76)	\$ 313.93
07	\$ 982.20	\$ 783.81	\$ 200.31	\$ 1,966.32	\$ 756.95	\$ 804.37	\$ 225.25	\$ 179.75
06	\$ 825.90	\$ 635.52	\$ 82.35	\$ 1,543.77	\$ 709.79	\$ 628.52	\$ 116.11	\$ 89.35
05	\$ 922.91	\$ 878.75	\$ 173.74	\$ 1,975.40	\$ 815.02	\$ 949.62	\$ 107.89	\$ 102.87
04	\$ 731.37	\$ 894.87	\$ 256.30	\$ 1,882.54	\$ 638.23	\$ 1,036.00	\$ 93.14	\$ 115.17
03	\$ 190.56	\$ 169.34	\$ -	\$ 359.90	\$ 171.73	\$ 152.60	\$ 18.83	\$ 16.74
02	\$ 261.12	\$ 298.13	\$ 27.63	\$ 586.88	\$ 242.29	\$ 307.53	\$ 18.83	\$ 18.23
01	\$ 504.97	\$ 743.58	\$ 128.74	\$ 1,377.29	\$ 486.14	\$ 852.59	\$ 18.83	\$ 19.73
00	\$ 228.52	\$ 269.26	\$ 8.83	\$ 506.61	\$ 203.43	\$ 248.53	\$ 25.09	\$ 29.56
99	\$ 189.56	\$ 230.00	\$ -	\$ 419.56	\$ 171.29	\$ 207.83	\$ 18.27	\$ 22.17
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ 162.69	\$ 357.16	\$ 77.98	\$ 597.83	\$ 150.41	\$ 408.19	\$ 12.28	\$ 26.95
96	\$ 149.29	\$ 345.61	\$ 74.24	\$ 569.14	\$ 135.54	\$ 388.02	\$ 13.75	\$ 31.83
95	\$ 71.49	\$ 173.78	\$ 36.79	\$ 282.06	\$ 67.67	\$ 201.27	\$ 3.82	\$ 9.30
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 637,313.24	\$ 94,687.91	\$ 22,848.58	\$ 754,849.73	\$ 476,024.53	\$ 94,574.21	\$ 161,288.71	\$ 22,962.28

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

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 6/30/2015
14	\$ 153,118,132.97	\$ 8,823,900.80	\$ 161,942,033.77	\$ 159,643,184.04	\$ 555,283.26	\$ 43,541.28	\$ 160,242,008.58	\$ 2,298,849.73
13	\$ 1,255,694.38	\$ 303,263.63	\$ 1,558,958.01	\$ 769,799.80	\$ 164,905.33	\$ 155,008.62	\$ 1,089,713.75	\$ 789,158.21
12	\$ 562,734.52	\$ 464,005.12	\$ 1,026,739.64	\$ 335,260.66	\$ 58,203.26	\$ 42,827.54	\$ 436,291.46	\$ 691,478.98
11	\$ 421,568.34	\$ 502,134.88	\$ 923,703.22	\$ 294,954.83	\$ 40,364.15	\$ 22,796.33	\$ 358,115.31	\$ 628,748.39
10	\$ 346,021.54	\$ 515,933.99	\$ 861,955.53	\$ 257,775.90	\$ 30,405.64	\$ 15,137.01	\$ 303,318.55	\$ 604,179.63
09	\$ 319,942.03	\$ 218,153.01	\$ 538,095.04	\$ (44,578.84)	\$ 25,488.31	\$ 10,509.03	\$ (8,581.50)	\$ 582,673.88
08	\$ 229,982.26	\$ 395,174.51	\$ 625,156.77	\$ 37,016.79	\$ 20,271.49	\$ 7,093.63	\$ 64,381.91	\$ 588,139.98
07	\$ 214,577.50	\$ (883.79)	\$ 213,693.71	\$ 21,672.79	\$ 15,678.01	\$ 4,768.54	\$ 42,119.34	\$ 192,020.92
06	\$ 142,253.02	\$ (663.91)	\$ 141,589.11	\$ 13,945.67	\$ 13,375.16	\$ 3,165.89	\$ 30,486.72	\$ 127,643.44
05	\$ 172,988.77	\$ (24,371.85)	\$ 148,616.92	\$ 5,529.46	\$ 6,052.21	\$ 2,019.91	\$ 13,601.58	\$ 143,087.46
04	\$ 77,378.37	\$ (4,321.38)	\$ 73,056.99	\$ 7,141.74	\$ 8,882.87	\$ 2,968.08	\$ 18,992.69	\$ 65,915.25
03	\$ 54,572.27	\$ (1,435.02)	\$ 53,137.25	\$ 4,313.86	\$ 5,687.98	\$ 1,346.30	\$ 11,348.14	\$ 48,823.39
02	\$ 38,021.35	\$ (1,376.10)	\$ 36,645.25	\$ 3,599.64	\$ 5,022.94	\$ 1,103.45	\$ 9,726.03	\$ 33,045.61
01	\$ 35,216.74	\$ (1,481.51)	\$ 33,735.23	\$ 3,297.93	\$ 5,131.42	\$ 1,132.49	\$ 9,561.84	\$ 30,437.30
00	\$ 29,957.67	\$ (1,057.44)	\$ 28,900.23	\$ 2,540.53	\$ 4,862.30	\$ 856.99	\$ 8,259.82	\$ 26,359.70
99	\$ 33,243.45	\$ (1,090.65)	\$ 32,152.80	\$ 4,272.98	\$ 7,777.94	\$ 1,668.85	\$ 13,719.77	\$ 27,879.82
98	\$ 24,584.53	\$ (931.14)	\$ 23,653.39	\$ 4,222.12	\$ 8,386.42	\$ 1,842.48	\$ 14,451.02	\$ 19,431.27
97	\$ 21,326.71	\$ (1,020.20)	\$ 20,306.51	\$ 2,548.54	\$ 5,302.22	\$ 1,128.82	\$ 8,979.58	\$ 17,757.97
96	\$ 22,076.64	\$ (1,171.07)	\$ 20,905.57	\$ 4,468.04	\$ 9,368.87	\$ 2,173.14	\$ 16,010.05	\$ 16,437.53
95	\$ 23,131.17	\$ (10,804.79)	\$ 12,326.38	\$ 4,256.69	\$ 10,145.45	\$ 2,160.34	\$ 16,562.48	\$ 8,069.69
94	\$ 10,752.59	\$ (1,887.65)	\$ 8,864.94	\$ 3,569.15	\$ 8,924.90	\$ 1,874.11	\$ 14,368.16	\$ 5,295.79
93	\$ 9,937.97	\$ (3,907.72)	\$ 6,030.25	\$ 3,268.43	\$ 8,571.94	\$ 1,776.05	\$ 13,616.42	\$ 2,761.82
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	\$ 4,894.70	\$ 14,743.49	\$ 2,928.09	\$ 22,566.28	\$ 11,879.49
Totals	\$157,186,931.65	\$11,166,112.16	\$168,353,043.81	\$ 161,389,107.33	\$1,038,721.95	\$331,032.71	\$162,758,861.99	\$6,963,936.48

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

MONTH	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
DEC	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
JAN	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
FEB	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
MAR	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
APR	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY		99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG		99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2014-15 TAX COLLECTIONS
AS OF JUNE 30, 2015**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 6/30/2015	% OF BUDGET COLLECTED
2014	2014-15	\$157,962,977	\$159,643,184	101.06%
2013 & Prior	2013-14 & Prior	\$2,150,000	\$1,745,923	81.21%
TOTAL		\$160,112,977	\$161,389,107	100.80%

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

SCHOOL YEAR TAX YEAR	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014
COLLECTION YEAR						
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	159,643,184
Adj. To Roll	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,929,880	8,823,901
2 Collections	\$ 1,349,141	1,050,557	915,762	739,542	769,800	
Adj. To Roll	\$ (117,676)	53,764	(64,337)	65,612	303,264	
3 Collections	\$ 368,541	329,317	286,833	335,261		
Adj. To Roll	\$ 67,079	13,438	162,075	464,005		
4 Collections	177,479	199,270	294,955			
Adj. To Roll	(27,690)	148,691	502,135			
5 Collections	\$ 173,708	257,776				
Adj. To Roll	\$ 167,394	515,934				
6 Collections	\$ (44,579)					
Adj. To Roll	\$ 218,153					
TOTAL:						
COLLECTIONS	\$ 130,178,706	\$ 133,922,939	\$ 137,615,257	\$ 141,635,837	\$ 148,990,712	\$ 159,643,184
ADJUSTED TAX ROLL	\$ 130,761,380	\$ 134,527,117	\$ 138,244,005	\$ 142,327,316	\$ 149,779,870	\$ 161,942,034
BALANCE TO BE COLLECTED						
	\$ 582,674	\$ 604,178	\$ 628,748	\$ 691,479	\$ 789,158	\$ 2,298,850
ADJ. TAXABLE VALUE						
	\$ 10,076,783,441	\$ 9,858,716,574	\$ 9,945,254,140	\$ 10,239,006,913	\$ 10,775,142,624	\$ 11,650,086,959
TOTAL % COLLECTIONS AS OF JUNE 30, 2015						
	99.6%	99.6%	99.5%	99.5%	99.5%	98.6%
TAX RATE						
	\$ 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.

ARC Abatement (Meyer Elementary)	Application # 1	\$	4,251.00
Bass Construction (Misc. Renovations 2015)	Application # 2	\$	26,032.85
Bass Construction (Misc. Renovations 2015)	Application # 3	\$	220,616.60
Charlie Kalkomey Surveying (Ag Barn #2)	Application # 1	\$	2,500.00
Drymalla Construction (Arredondo Elementary)	Application # 14	\$	793,279.47
Drymalla Construction (Fulshear HS)	Application # 12	\$	4,964,392.20
Drymalla Construction (Leaman JHS)	Application # 12	\$	2,891,888.35
Engineered Air Balance (Arredondo Elementary)	Application # 5	\$	7,980.00
Engineered Air Balance (Fulshear HS)	Application # 1	\$	8,590.00
Engineered Air Balance (Natatorium #2)	Application # 4	\$	18,308.50
Environmental Solutions, Inc. (Meyer Elementary - Boiler)	Application # 1	\$	1,390.00
Gamma Construction (Natatorium #2)	Application # 17	\$	88,749.00
Gamma Construction (Traylor Stadium)	Application # 10	\$	93,157.00

Gilbane (2011 Bond Program)	Application # 37	\$	243,176.00
Gilbane (2011 Bond Program)	Application # 38	\$	243,946.00
PBK Architects (Arredondo Elementary)	Application # 6	\$	17,700.76
PBK Architects (Arredondo Elementary – Reimbursables)	Application # 6	\$	756.18
PBK Architects (Fulshear HS)	Application # 7	\$	122,309.22
PBK Architects (Leaman JHS)	Application # 3	\$	65,886.19
PBK Architects (Natatorium #2)	Application # 23	\$	6,242.40
PBK Architects (Transportation Satellite)	Application # 2	\$	3,233.88
Terracon (Ag Barn #2)	Application # 1	\$	14,940.00
Terracon (Arredondo Elementary)	Application # 13	\$	1,870.00
Terracon (Fulshear HS)	Application # 10	\$	8,894.50
Terracon (Fulshear HS)	Application # 11	\$	6,576.50
Terracon (Leaman JHS)	Application # 10	\$	8,068.50
Terracon (Leaman JHS)	Application # 11	\$	15,653.00
Terracon (Traylor Stadium)	Application # 2	\$	2,295.00

Texas Department of State Health Services (Traylor Stadium)	Application # 1	\$	57.00
VLK Architects (Misc. Renovations 2015 – Reimbursables)	Application # 4	\$	1,800.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

Work Request Summary for June, 2015:

- The Department completed 1,077 requests
- The Department received 103 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Testing the natural gas distribution piping system at George Ranch High and Reading Junior High
- Repairing the science lab stations at Terry High
- Repairing pole lights at Navarro Middle
- Repairing wall lighting at Terry High
- Resetting clocks at Campbell Elementary
- Repairing the intercom system at Taylor Ray Elementary
- Rekeying locks at Jackson Elementary
- Replacing the fire alarm system smoke detector at Lamar High
- Caulking and painting the area between the windows in a classroom at Adolphus Elementary
- Caulking and painting a crack in a wall in the gym at Adolphus Elementary
- Re-painting the lines in the bus area at Bowie Elementary
- Installing a door handle on a cabinet door in a classroom at Hubenak Elementary
- Installing a pencil sharpener in a classroom at Hubenak Elementary
- Installing shelf clips in a cabinet in a portable at Hubenak Elementary
- Installing a new latch on a stall door in the girl's restroom at Hubenak Elementary
- Installing VCT floor tile in the elevator at Foster High
- Installing a new toilet seat in the fieldhouse at Foster High
- Installing a new sign on the fence at Maintenance and Operations
- Repairing the cubbies in a classroom at Hubenak Elementary
- Repairing the pyramid book shelf in a classroom at Hubenak Elementary
- Repairing the cubby shelf in a classroom at Hubenak Elementary
- Pressure washing the courtyard area at Campbell Elementary
- Repairing the cabinet in a classroom at Hubenak Elementary
- Testing a natural gas distribution piping system at Lamar High
- Testing a natural gas distribution piping system at Smith Elementary
- Repairing pole lights at Terry High
- Adding an electrical duplex receptacle at Lamar High

- Adjusting the intercom system speaker at Meyer Elementary
- Operating the auditorium stage audio and lighting for two performances at George Ranch High
- Repairing locker door locks at Wertheimer Middle
- Replacing a fire alarm system strobe light at Athletic Administration
- Replacing the fire alarm system smoke detector trim ring at Huggins Elementary
- Replacing the fire extinguisher cabinet glass at Smith Elementary
- Repairing the soap dispenser in the boys restroom at Adolphus Elementary
- Installing a pencil sharpener in a classroom at Adolphus Elementary
- Replacing ceiling tiles at Brazos Crossing
- Installing new mini-blinds in a classroom at Foster High
- Hanging pictures and mounting a sign to the wall in a classroom at George Ranch High
- Repairing a computer keyboard tray at Jackson Elementary
- Moving a bookshelf from one classroom to another at Jackson Elementary
- Touching up the black paint in the gym at George Junior High
- Repairing, priming, and painting a wall in a classroom at Lamar Junior High
- Refastening the bulletin board to the wall in a classroom at Lamar Junior High
- Repairing, priming, and painting the sheetrock in the ceiling of the auditorium at Terry High
- Hanging a banner in the big gym at Terry High
- Placing tarps on the pool deck area at the Natatorium
- Repairing the stall door in the women's restroom at the Transportation Center
- Repairing the computer keyboard tray in a classroom at Pink Elementary
- Re-securing the white board to the wall in a classroom at George Ranch High
- Hanging sound panels on the wall in the practice room at George Ranch High
- Resetting the ceiling tile in a classroom at George Ranch High
- Installing a paper towel dispenser at Austin Elementary
- Testing the natural gas distribution piping system at Ryon Middle
- Testing the natural gas distribution piping system at George Junior High
- Testing the natural gas distribution piping system at the Administration Annex
- Repairing the domestic hot water boiler leak at Wertheimer Middle
- Repairing the auditorium lighting at Foster High
- Repairing the inside lighting at Pink Elementary
- Repairing the forum lighting at Briscoe Junior High
- Operating the auditorium audio and lights for a performance at Terry High
- Replacing the damaged hydraulic door closer at Foster High
- Replacing the fire alarm system smoke detectors at Terry High

Energy Management

Energy assisted by:

- Scheduling the HVAC, temperature, and lighting schedules for the summer throughout the district

- Addressing mechanical and control issues caused by the storms of the last two weeks
- Reviewing the air-balance report for the LCISD Natatorium
- Reviewing the demolition of the boilers at Wessendorff Middle, Smith Elementary, and Meyer Elementary
- Reviewing what will be installed for future controls at Frost Elementary, Pink Elementary, and Campbell Elementary
- Reviewing Administrative Regulation for Energy Management for the coming 2015-2016 School Year
- Reviewing possible air-balance issues at multiple locations
- Preparing the Energy Report and turning it in for the next Board Meeting
- Requesting pricing for control modules for the Alternative Learning Center
- Shutting down HVAC operations that are controlled at all locations on “Bad Weather Day”
- Identifying the power outage on “Bad Weather Day” at Campbell Elementary
- Completing the set-up of FS Direct training classes for staff members
- Scanning controls of all locations to insure temperature settings are good and units are running as scheduled
- Continuing to insure controls are operational and reviewing the partial controls for LCISD Natatorium
- Observing the operation of HVAC equipment district wide
- Addressing equipment issues at several locations

Custodial, Integrated Pest Control, and Lawn Works:

- Cleaning around the fence at Beasley Elementary
- Trimming trees at Foster High and Satellite Transportation
- Contractor completed all playground installations at various locations
- Removing a couch from behind Wessendorff Middle
- Mowing at the following locations:
 - Lamar High
 - Lamar Junior High
 - Wessendorff Middle
 - Terry High
 - George Junior High
 - The Natatorium
 - Navarro Middle
 - Foster High
 - Briscoe Junior High
 - Wertheimer Middle
 - George Ranch High
 - Reading Junior High
 - Ryon Middle
- Painting at the following locations
 - Football fields at Terry High
 - Soccer Fields at Briscoe Junior High

- Baseball Field at Lamar High
- Delivering tables and chairs to the following locations:
 - Transportation
 - Smith Elementary
 - George Ranch High
- Setting up for the parade at Jane Long Elementary
- Setting up chairs for the kindergarten awards ceremony in the gym at Pink Elementary
- Setting up chairs for a talent show in the gym and cleaning after at Campbell Elementary
- Cleaning after the 5th grade graduation ceremony at Velasquez Elementary
- Stripping floors on the east side of the building at Wertheimer Middle
- Stripping floors on the south side of the building at Meyer Elementary
- Scrubbing and recoating the floors in the cafeteria at Jackson Elementary
- Scrubbing and recoating the floors on the north side of the building at Wessendorff Middle
- Stripping the gym floors at Smith Elementary
- Continuing to strip floors throughout the school at Terry High
- Extracting carpets at George Junior High
- Continuing the deep cleaning process of all locations district wide
- Cleaning after the awards ceremony at George Junior High
- Setting up and cleaning after kindergarten and 5th grade graduation ceremonies at Hubenak Elementary
- Assisting in the graduation ceremony for Foster High at the Merrell Center
- Setting up and cleaning after a 2nd grade ceremony at Beasley Elementary
- Stripping the floor in the school entrance and kindergarten area at Smith Elementary
- Stripping the floors at Terry High
- Extracting carpets at Hutchison Elementary
- Deep cleaning in the kindergarten area, clinic, and music room at Frost Elementary
- Deep scrubbing and recoating the floors of the pod area on the east side at Meyer Elementary
- Beginning the carpet extraction in the portables at Bowie Elementary
- Extracting carpets at Thomas Elementary
- Beginning the deep cleaning process of all schools district-wide
- Providing rodent control at Seguin Early Childhood Center
- Providing rodent control at Lamar High
- Removing wasps from the following locations:
 - Meyer Elementary
 - Austin Elementary
 - Travis Elementary
- Removing bees from the playground at Huggins Elementary
- Removing raccoons from Reading Junior High
- Scheduling Gillen's pest control services at the following locations:
 - Adolphus Elementary

- Austin Elementary
- Beasley Elementary
- Briscoe Junior High
- Campbell Elementary
- Dickinson Elementary
- Frost Elementary
- George Junior High
- Hubenak Elementary
- Hutchison Elementary
- Jackson Elementary
- McNeill Elementary
- Natatorium
- Navarro Middle
- Pink Elementary
- Powell Point
- Satellite Transportation
- Seguin Early Childhood Center
- Thomas Elementary
- Taylor Ray Elementary
- Travis Elementary
- Williams Elementary

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)



**Monthly Report
2011 Bond Program**

**10.A.#5. – PLANNING
BOARD REPORT
JULY 23, 2015**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	195,237,324.00	71,826,897.91	18,111,072.63	105,299,353.46
EXISTING FACILITIES	23,739,259.00	2,749,865.08	4,630,767.66	16,358,448.08
LAND	2,918,653.00	310.00	19,024.19	2,899,318.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	355,209.42	3,989,840.82	3,228,208.73
MISCELLANEOUS	-	-	-	-
TOTAL	249,164,015.00	74,932,282.41	27,587,610.30	133,049,203.08

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 have been adjusted accordingly.
- ❖ The site paving for parking and driveway is complete.
- ❖ The site has been graded in preparation for landscaping installation.
- ❖ Aluminum walkway cover installation is complete.
- ❖ Concrete walks continue to be poured along August Green Drive.
- ❖ Approximately 50% of the exterior site light poles have been erected onto their concrete bases.
- ❖ The flagpole has been installed.
- ❖ The building name graphics, street number graphics, and the building plaque have been installed.
- ❖ Room identification signage has been installed.
- ❖ Exterior brick installation is complete.
- ❖ The dumpster canopy has been installed.
- ❖ Standing seam metal roofing has been installed at the main entry's porch roof.
- ❖ Sheet metal trim and gutters are being installed at the main entry's porch roof.
- ❖ Approximately 50% of the operable partition panels have been installed at the cafeteria/gymnasium.
- ❖ The backboards have been installed at the gymnasium.
- ❖ Vinyl wall covering installation is complete except at areas affected by a change in color selection.
- ❖ Painters are painting and touching up at various locations.
- ❖ The serving line has been installed at the kitchen.
- ❖ Owner training of HVAC and other equipment is ongoing.
- ❖ The next project meeting is scheduled for Thursday, July 2, 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 fieldhouse, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts, and band practice areas.

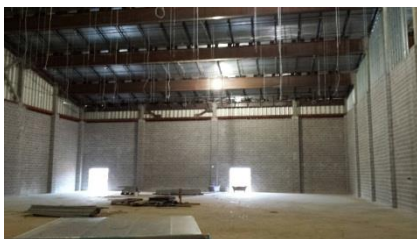
Churchill Fulshear (Jr.) HS, & sitework:

(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 90% complete.
- ❖ First and second floor concrete slab has been poured in all areas.
- ❖ Approximately 95% of the site paving is complete.
- ❖ Steel erection is complete.
- ❖ Roof decking is complete.
- ❖ Standing seam roof has been installed in the CTE, fine arts, auditorium, cafeteria, administration, library, and east and west classroom areas.
- ❖ Above ground plumbing rough-in is ongoing in the athletics and second floor classroom areas.
- ❖ Spray fireproofing is complete.
- ❖ Ductwork is being installed in the library, administration, east classroom, athletics, and gymnasium areas.
- ❖ Ductwork insulation is ongoing in the auditorium and west classroom areas.
- ❖ HVAC piping and insulation are ongoing in the administration, library, and east classroom areas.
- ❖ Piping in the central plant is approximately 95% complete.
- ❖ Chillers have been set and piping is ongoing.
- ❖ Electrical rough-in is ongoing in the west classroom, library, administration, east classroom, and 2nd floor classroom areas.
- ❖ Exterior CMU walls have been installed in the CTE, fine arts, cafeteria, main electrical room, west classroom, east classroom, library, and auditorium areas.
- ❖ Interior CMU walls are ongoing in the east classroom areas.
- ❖ Air handlers have been set in all 3rd floor mechanical mezzanines.
- ❖ Drywall has been installed in the CTE and west classroom mezzanines.
- ❖ Backup wall framing is ongoing in the west classroom, administration, east classroom, and both 2nd floor classroom areas.
- ❖ Damproofing is ongoing in the library, east classroom, and administration areas.
- ❖ Architectural panel installation is ongoing at the high roof areas above the auditorium and west classroom areas.
- ❖ Typical classroom technology rough-in has been reviewed by LCISD staff.
- ❖ Above ground plumbing rough-in has been reviewed by LCISD staff.

Churchill Fulshear (Jr.) HS, & sitework (cont.):



- ❖ Windows have been installed in the CTE, west classroom, administration, 2nd floor classroom, and east classroom areas.
- ❖ Colored CMU block installation has begun in the auditorium, cafeteria, administration, and west classroom areas.
- ❖ CMU block fill and primer is ongoing in the CTE, fine arts, and west classroom areas.
- ❖ Brick installation has started in the CTE, fine arts, auditorium, west classroom, library, and administration areas.
- ❖ Gas piping is installed in the service yard area.
- ❖ Fire sprinkler piping is being installed in the CTE, auditorium, cafeteria, library, west classroom, and administration areas.
- ❖ Cooling towers have been delivered and set in the service yard.
- ❖ Auditorium entry steps have been poured.
- ❖ East and west classroom wing stairs and monumental stairs at the front entry have been installed.
- ❖ Service yard concrete has been poured.

Fieldhouse

- ❖ Grading of the high school athletic fields is ongoing.
- ❖ Steel erection is complete.
- ❖ Standing seam roof panels are complete.

Dean Leaman JHS

(Refer to Design Development booklet for floor plans)

- ❖ Above ground plumbing rough in is ongoing in administration and classroom areas.
- ❖ Concrete slab has been poured in all areas of the building.
- ❖ Steel erection is complete in all areas.
- ❖ Roof deck is ongoing in the library and classroom areas.
- ❖ Standing seam roof is being installed in the administration and fine arts areas.
- ❖ Concrete has been poured in the mechanical mezzanines
- ❖ Fireproofing is being sprayed in the classroom areas.
- ❖ Exterior and interior CMU walls are being installed in the administration, classroom, and fine arts areas.
- ❖ Ductwork is being installed in the cafeteria, administration, library, and fine arts areas.
- ❖ Air handlers have been set in the CTE, fine arts, and library mechanical mezzanines.

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.



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

Dean Leaman JHS (cont.)

- ❖ HVAC piping is ongoing in the library and classroom areas.
- ❖ HVAC piping insulation is being installed in the administration and fine arts areas.
- ❖ Electrical rough-in is ongoing in the athletics, cafeteria, fine arts, library, and administration areas.
- ❖ Drywall framing is ongoing in the mechanical mezzanines.
- ❖ Backup wall framing is ongoing in the fine arts and administration areas.
- ❖ Brick installation has started in the athletics area.
- ❖ CMU block fill and primer has begun in the athletics area.
- ❖ Fire sprinkler piping is ongoing.

Traylor Stadium Renovations

Building 1 and 2

- ❖ Punch list work has been completed.

Building 3

- ❖ Face brick masonry installation is complete.
- ❖ Interior concrete masonry wall construction is nearly complete.
- ❖ The installation of the standing seam metal roof is underway.
- ❖ Overhead electrical rough in is being installed.
- ❖ The exhaust fans and ductwork are being installed.
- ❖ The next project meeting is scheduled for Wednesday, July 8, 2015, with Gilbane, PBK, Gamma Construction, and LCISD.

Demolition

- ❖ Demolition of concession stands and ticket booths under the home and visitor stands is complete.

Satellite Transportation Center Phase II:

- ❖ Metal buildings and bus canopies have been released for purchase.
- ❖ Stripping of the site paving area has started.

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

- ❖ **Campbell ES, Frost ES, and Pink ES:** The data cabling is complete and has been tested.
- ❖ **Smith ES:** Boiler piping has been installed and is being tested for pressure.
- ❖ **Meyer ES:** Plumbing rough-in at the restrooms is complete. Wall framing at the restrooms is complete. Wall framing is being sheathed with gypsum board and tile backer board. Boiler piping is being installed. The old gas fired water heater has been removed. A new concrete pad for the new gas fired water heater has been poured. The plumbing rough-in for the new drinking fountain at the cafeteria is complete.
- ❖ **Dickinson ES:** Removal of the old sink in the art room is complete. The floor slab in the Art room has been cut for the installation of new under slab plumbing for the new sink to be installed. The drinking fountains that are being replaced have been removed and turned over to the District.
- ❖ **Williams ES:** The locations of the new site light poles are being marked.
- ❖ **Navarro MS:** The tree at Avenue N adjacent to the driveway has been removed. Demolition of paving and walk is complete; removal of the concrete is ongoing.
- ❖ **Wessendorff MS:** Boiler piping has been installed and is being tested for pressure.
- ❖ **Seguin ECC:** Asbestos abatement at the removed windows is complete. Seventeen of the twenty-seven new windows have been installed. The north parking lot has been cleared and rough graded. The storm sewer at this area has been installed and inspected.
- ❖ The next project meeting is scheduled for Tuesday, July 7, 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 June 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 and women 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 June 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 June 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 June 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 June 1, 2015: \$0.00



Traylor Stadium Track & Turf

District Competition Natatorium

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.

Uncommitted funds as of June 1, 2015: \$513,558.02



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, and Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include to 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 June 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 June 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.

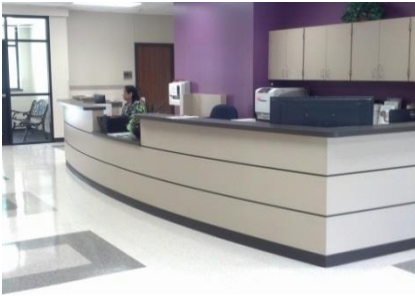
Uncommitted funds as of June 1, 2015: \$13,218.92

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 June 1, 2015: \$184,421.43

Jackson Elementary School (Rosenberg, TX): Renovations included a 470sf 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 June 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, and Travis ES, --Closeout of the project is expected in January, 2015.

Alternative Learning Center (Rosenberg, TX): The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

Uncommitted funds as of June 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 June 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 June 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 June 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 June 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 June 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)

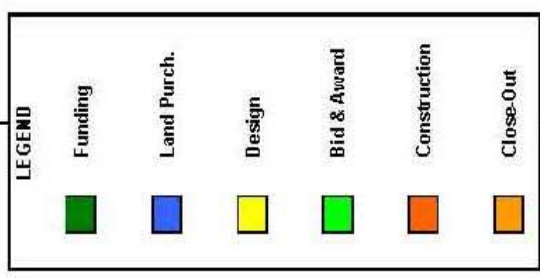
Uncommitted funds as of June 1, 2015: \$18,932.32

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 June 1, 2015: \$16,764.57

2011 Bond Program Master Schedule

Bond Projects	Project Budget	Phase 1 Funding												Phase 2 Funding													
		2011			2012			2013			2014			2015			2016			2017							
		N	D	J	J	F	M	A	M	J	J	F	M	A	M	J	J	F	M	A	M	J	J	F	M	A	M
New Elementary Schools																											
Adolphus Elementary	\$ 15,710,070																										
Arredondo Elementary	\$ 18,738,620																										
New Middle/ Jr High Schools																											
Polly Ryan Middle School	\$ 15,455,109																										
Leaman Junior High	\$ 41,386,418																										
New High School																											
Fulshear High School	\$ 82,201,089																										
New Support Facilities																											
Natorium	\$ 13,014,256																										
Satellite Transportation Phase 2	\$ 3,599,370																										
CTE - New Ag Barn	\$ 3,316,295																										
Lamar HS Baseball/Softball	(Funded from 06)																										
Existing Facilities																											
GRHS Shell Build-Out	\$ 2,509,191																										
Traylor Stadium Improvements	\$ 3,033,608																										
Traylor Stadium - Track & Turf	\$ 980,560																										
Austin Elementary	\$ 816,000																										
Dickinson Elementary	\$ 108,000																										
Huggins Elementary	\$ 480,000																										
Pink Elementary	\$ 48,000																										
Seguin Elementary	\$ 940,800																										
Williams Elementary	\$ 312,900																										
Bowie Elementary	\$ 366,000																										
Cambell Elementary	\$ 42,000																										
Frost Elementary	\$ 66,000																										
Jackson Elementary	\$ 1,440,000																										
Meyer Elementary	\$ 540,000																										
Travis Elementary	\$ 1,237,200																										
Beasley Elementary	\$ 150,000																										
Taylor Ray Elementary	\$ 402,000																										
Smith Elementary	\$ 18,000																										
Navarro Middle School	\$ 247,200																										
Wessendorff Middle School	\$ 64,800																										
George Junior High School	\$ 2,671,800																										
George Junior High School - CTE	\$ 95,000																										
Lamar Junior High School	\$ 192,000																										
Foster High School - CTE	\$ 255,000																										
Lamar Consolidated High School	\$ 576,000																										
Lamar Consolidated - CTE	\$ 225,000																										
Terry High School	\$ 2,117,040																										
Terry High School - CTE	\$ 1,900,000																										
Alternative Learning Center	\$ 1,124,400																										
ALC - CTE	\$ 275,000																										
Agriculture Barn	\$ 568,256																										
Total Construction	\$ 217,212,982																										
Other Programs																											
Land Purchase	\$ 2,700,000																										
Technology	\$ 21,168,000																										
Transportation	\$ 6,100,779																										
Miscellaneous	\$ 1,977,454																										
Total Bond Program	\$ 249,169,215																										

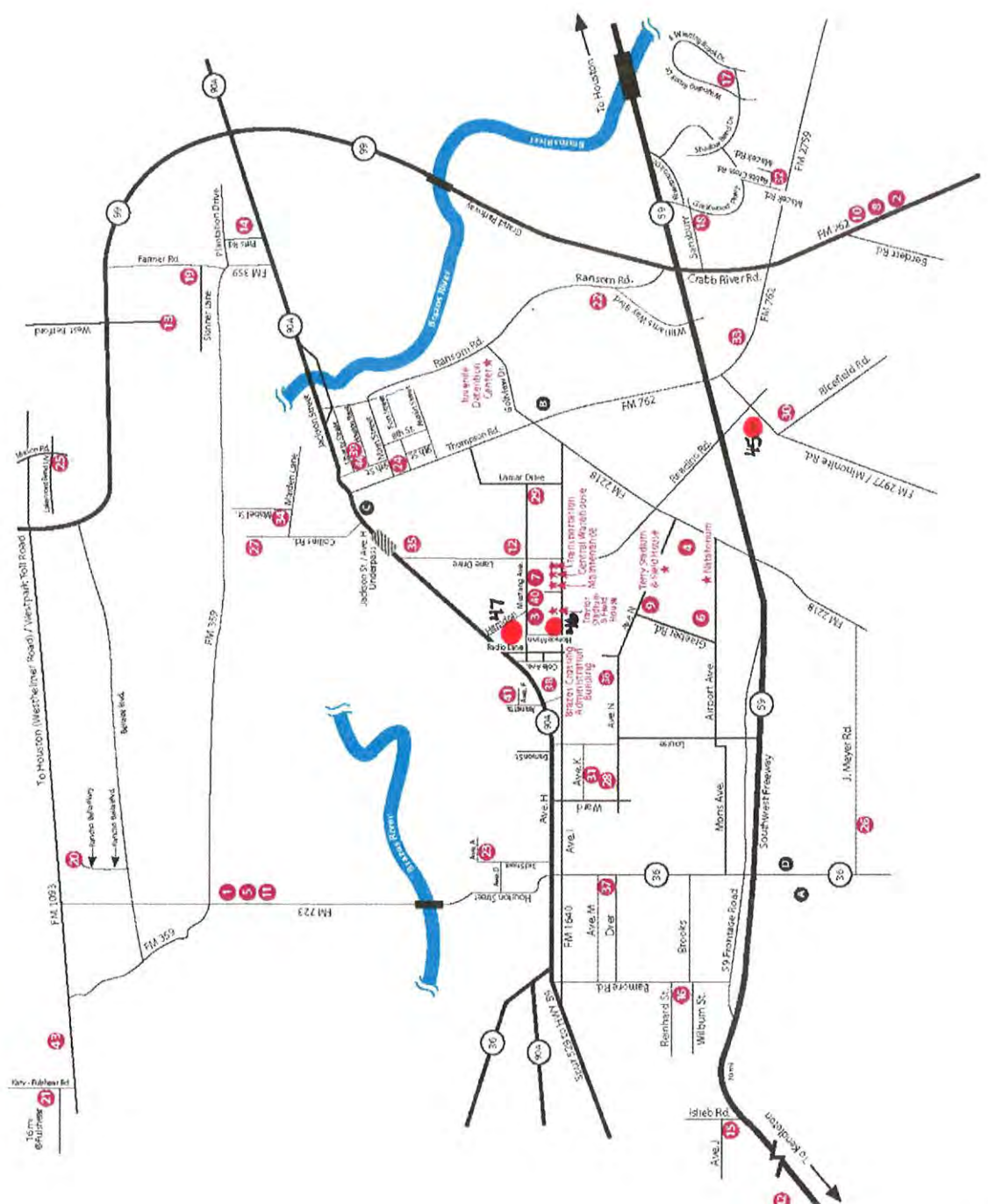




A PROUD TRADITION | A BRIGHT FUTURE

District Map of Elementary, Middle, Junior High, High Schools and Special Sites

3911 Avenue I • Rosenberg, Texas 77471 • 832.223.0000 (main) • 832.223.0002 (fax) • www.lcisid.org



- A Fort Bend County Fairgrounds
- B George Memorial Public Library
- C Oak Bend Medical Center
- D Rosenberg Civic Center
- 1 Foster HS
- 2 George Ranch HS
- 3 Lamar Consolidated HS
- 4 Terry HS
- 5 Briscoe JH
- 6 George JH
- 7 Lamar JH
- 8 Reading JH
- 9 Navarro MS
- 10 Ryan MS
- 11 Wertheimer MS
- 12 Wessendorff MS
- 13 Adolphus ES
- 14 Austan ES
- 15 Beasley ES
- 16 Bowie ES
- 17 Campbell ES
- 18 Dickinson ES
- 19 Frost ES
- 20 Hubenak ES
- 21 Huggins ES
- 22 Hutchison ES
- 23 Jackson ES
- 24 Long ES
- 25 McNeill ES
- 26 Meyer ES
- 27 Pink ES
- 28 Ray ES
- 29 Smith ES
- 30 Thomas ES
- 31 Travis ES
- 32 Veasquez ES
- 33 Williams ES
- 34 Seguin Early Childhood Center
- 35 1621 Place
- 36 Administrative Annex
- 37 Alternative Learning Center
- 38 Brazos Crossing Administration Building
- 39 Common Threads
- 40 Development Center
- 41 Fort Bend Alternative School
- 42 Powell Point
- 43 Satellite Transportation Center/ Site for Secondary Complex #5
- 44 Special Needs Center

45 Arredondo ES
 46 District Natatorium
 47 Baseball/softball complex

INFORMATION ITEM: REQUEST FOR PROGRAM MANAGEMENT COSTS

At the May 2015 Regular Meeting, a request was made for information relating to program management costs. Administration has gathered the following comparative information:

- Program management fees and Facilities Department staff salaries for Lamar CISD
- Information regarding Program Management Department costs from surrounding districts:
 - Salaries for personnel handling construction management responsibilities,
 - Project budgets, so that a percentage of program cost could be developed, and
 - Savings information where available.

Comparative information was provided by Fort Bend ISD, Katy ISD, Cypress Fairbanks ISD, and Clear Creek ISD.

Resource Persons: Kevin McKeever, Administrator for Operations
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Position	Fort Bend ISD 2012-15	Clear Creek ISD 2010-15 5 years	Cy-Fair ISD 2007 Program	Katy ISD 2007-2015 Program 9 years	Lamar CISD/Gilbane
Associate, Budget/Accounting	47,941	75,000		41,000	
Project Manager, Senior	81,062	85,000	95,000	108,000	
Project Manager, Senior	80,002	85,000	95,000	108,000	
Project Manager, Senior*	80,000	85,000	85,000	104,000	
Project Manager*	80,000	85,000	85,000	104,000	
Executive Assistant	36,195	30,000	45,000	38,000	
Special Design and Construction Admin Staff	43,184	45,000	30,000		
Director, Design and Construction (Architect Certificate)	98,036		100,000		
Executive Director, Design and Construction	124,482	125,000	110,000		
Project Coordinator Construction	87,371		50,000		
Project Coordinator MPE*	80,000		50,000		
Assistant Project Manager			50,000	83,000	
Architect/Planner			75,000	160,000	
Architect/Planner Secretary			35,000	37,000	
2 Paraprofessionals		30,000	35,000		
Project Manager			85,000		
Project Manager			85,000		
Project Manager			85,000		
Director, Construction			100,000		
Director, MEP*			100,000		
Project Coordinator*			50,000		
Gilbane Building Company, 2011 Bond Program					1,538,819
Total, All Positions, Less Vacant if any	838,273	645,000	1,445,000	783,000	1,538,819
Salaries for entire program[^]#	N/A	3,225,000	10,115,000	7,047,000	5,770,570
Project Budgets	See notes attached	320,000,000	619,000,000	514,482,896	190,606,602
Percentage of Project Budgets	N/A	1.01%	1.63%	1.37%	3.03%
The cost of benefits and allowances are not included above.					
*Vacant, but to be filled positions; included in total					
[^] Fort Bend ISD hasn't had a building program recently, so computation would be irrelevant.					
[#] Clear Creek ISD utilizes M&O staff to perform review/control procedures in addition to staff shown.					

To gather this information, CFOs were asked to provide internal salary information for staff involved in construction management activities over the past five years. We received an annual salary and the length of the program, which was used to compute a "building program total personnel cost." It was going to be too complicated to allocate salaries to specific programs over multi-year projects. Also, due to the complexity of comparing building programs that differ in types of projects, length of construction periods, methods of accounting, etc., we determined that costs charged to entire bond programs should be utilized to determine a percentage of management cost to construction cost. The results yielded similar results for inhouse programs, leading us to believe that the method used was comparable.

Fort Bend ISD	Clear Creek ISD	Cy-Fair ISD	Katy ISD
<p>No major projects in over 3 years (no new campuses or major renovations)</p> <p>Decision to outsource took 18 months; last 2 years spent on new bond package, master plan, feeder pattern and boundary planning.</p> <p>Significant reorganization in design/construction recently</p> <p>New superintendent in April 2013 with the last large project canceled (iPads)</p> <p>FBISD will be using a hybrid approach to program management with the 2014 bond program.</p> <p>The project management contract with Jacobs calls for a 3% fee of total bond program (\$484 million). Estimated \$14.5 million. The contract extends four years, ending in 2018. Construction total that fee is based on includes projects managed internally.</p> <p>Positions presented will always be needed due to construction-related needs in the district.</p> <p>Costs for software to track and account for projects and to do scheduling are expensive and ongoing. However, it is imperative that you have them and have staff that is competent in running it.</p> <p>Reporting for project details and costs is tremendously difficult and time-consuming. Ensure that if you manage internally that you are equipped to handle the reporting aspects, along with the public scrutiny.</p> <p>Positions have been vacant for a long time due to lack of available talent and ability to pay market salaries.</p> <p>Internal staff may not be able to produce projects as quickly, thereby increasing costs of inflation and requiring leasing of more temporary buildings.</p>	<p>Most project management positions will be released when the bond program ends if a new bond program has not been approved by voters.</p> <p>Key positions will be held over for future bond program. These include Director of Facilities, Finance Manager and at least one administrative assistant.</p> <p>People are hired when projects power up. Once the bond program is over, they will release those not needed.</p> <p>Very little savings were generated. The district built in 7% inflation and actual inflation has run closer to 10% to 15% on many projects. This has resulted in over-budget projects in some cases.</p>	<p>The 2007 program is not complete; however, it is the one for which cost information is available.</p> <p>After passage of the bond, the economy and the changes in state funding caused the district to change its construction plan. Instead of building schools that it could not afford to run, it was decided that renovations should be done first, then new schools. This is not how budgets were developed, and cost estimates and actual results were impacted.</p> <p>The people hired will grow and decline with bond projects. The negative of internal staff is that means people will be laid off. Program Management can hire or move people in/out at will.</p> <p>The risk of hiring internal staff on a short/small/non-rolling bond programs is the high turn over of staff that are looking for stability. Additionally, the salary of a private PM firm compared to internal are roughly 20% higher. Thus, in theory, being able to hire more experienced persons.</p> <p>The District is purchasing software to manage the project.</p> <p>Internal staff creates additional political risk for accountability.</p> <p>Internal staff creates ability for a more standardized work flow. Unless, the same firm (team) is hired to manage multiple programs consecutively.</p>	<p>In addition to project management, staff are responsible for long-range facilities planning and for identifying and making land purchases.</p> <p>Costs reported do not include FF&E or Technology, whereas other districts costs do. Adding these would decrease the percentage of management costs slightly.</p> <p>Salaries are annual and are fixed regardless of the amount of construction going on.</p> <p>The staff ensure that the projects are completed on time and have the best interest of the district in mind when budgeting, designing, etc.. In other words, it can be called an internal control since they work for the district as opposed to outsourced with a compensation tied to a percentage of final construction amount.</p>

POSITION	36 months	9 months	45 months		
	2011-12 THRU 2013-14	2014-15 YTD	TOTAL SALARIES	% of Time Spent on Bond Support	% OF SALARY
ADMINISTRATOR FOR OPERATIONS	\$ 308,211.84	\$ 82,167.60	\$ 390,379.44	0.4	\$ 156,151.78
ADMINISTRATIVE ASST FOR OPERATIONS	\$ 117,981.85	\$ 31,314.28	\$ 149,296.13	0.3	\$ 44,788.84
ENERGY COORDINATOR	\$ 233,235.36	\$ 62,059.26	\$ 295,294.62	0.35	\$ 103,353.12
BUDGET & TREASURY OFFICER	\$ 235,143.00	\$ 73,330.56	\$ 308,473.56	0.1	\$ 30,847.36
DIRECTOR OF FINANCE	\$ 291,668.40	\$ 77,787.10	\$ 369,455.50	0.1	\$ 36,945.55
MAINTENANCE SUPPORT STAFF	\$ 381,690.00		\$ 381,690.00	0.5	\$ 190,845.00
TOTALS	\$ 1,567,930.45	\$ 326,658.80	\$ 1,894,589.25		\$ 562,931.64

The cost of benefits is not included above.

INFORMATION ITEM: SUBSTITUTE TEACHER REQUIREMENTS AND QUALIFICATIONS

REQUIREMENTS AND QUALIFICATIONS:

Substitute teachers are required to submit an online application and must meet the following criteria:

- Possess a minimum of sixty college credit hours
- Provide a minimum of two satisfactory professional references
- Submit fingerprints in accordance with Texas Education Code (TEC), Chapter 22, Subchapter C
- Successfully complete the online substitute training course and the in-person orientation

PROGRAM DESCRIPTION:

Once the applicant submits the online application and two satisfactory reference forms are returned, he or she contacts the Employee Management System Clerk to request access to the online substitute training course. The Employee Management System Clerk emails the applicant with his or her login credentials and a link to the online training course, which consists of seven modules directly related to substitute teaching duties. The modules include the following:

- Overview of Substituting
- Roles and Responsibilities of Substitutes
- Student Safety
- Instruction and Classroom Organization
- Classroom Management
- Special Education
- Substitute System Instructions

As part of the online substitute training course, the applicant must complete a five question quiz at the end of each module and score a 90% overall in the course. There is no minimum score required on each individual quiz and the applicant is afforded two opportunities to take each quiz. If the applicant is unsuccessful after two attempts, he or she must wait thirty days to reattempt the course. Upon successful completion of the online orientation, the applicant is instructed to contact Human Resources to schedule the in-person portion of the orientation.

During the in-person portion of the orientation, the applicant demonstrates effective communication skills by responding orally to three interview questions and completing an end of course written exam, which consists of multiple choice questions and a brief writing activity. The applicant must score 80% or higher on the end of course exam.

Since September 2012, 949 applicants have completed all seven modules of the online substitute training course; 934 earned a passing score on all of the quizzes, which is a 98% pass rate. Of those who passed, 858 individuals scored 100% overall in the course. For the 2014-2015 school year, all substitute applicants who participated in the face-to-face orientation successfully completed all training requirements.

As long as a substitute maintains an active status, the online substitute training course and in-person orientation are a one-time occurrence.

For the 2014-2015 school year, there were approximately 580 active substitutes. The number of teacher absences varies greatly, but on average there is the need for approximately 160-190 substitutes per day. Currently, there are 451 substitutes who have completed the necessary steps to remain on the active substitute list for the 2015-2016 school year and more orientations are planned throughout the summer. As part of the Affordable Care Act, substitutes are now benefit-eligible for the upcoming school year. Approximately fifty substitutes have opted into the benefit program. In order for the substitutes' benefit coverage to continue, they must actively substitute each month.

Resource Persons: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Erica Montalvo, Employee Management System Clerk

INFORMATION ITEM: OFF-CAMPUS PHYSICAL EDUCATION (OCPE) WAIVER

BACKGROUND INFORMATION:

The Texas Education Agency (TEA) authorizes school districts to award physical education credit for students participating in Lamar CISD approved appropriate, privately, or commercially sponsored physical activity programs if certain guidelines are met.

The purpose of the program is to accommodate students who wish to participate in special and/or accelerated physical education activities that go above and beyond those normally scheduled in the school district. This will exclude the student from participating in any UIL extracurricular athletic activity.

There are two OCPE programs available by Lamar CISD as allowed by the Texas Education Agency with a waiver on file that is renewable every three (3) years. (The current waiver is for 2013, 2014, 2015).

Category I (15 hours) is available for Grades 6 - 12.

- Participation must include a minimum of 15 hours per week of highly intensive, professional, and supervised training. (Olympic Quality)
- The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality.
- Students qualifying and participating at this level may be dismissed from school one hour per day and may not miss any class other than physical education.
- The private or commercially sponsored physical activity programs must meet the criteria set by the district as defined in the guidelines established by TEA. The guidelines are included with the application forms on the Lamar CISD athletic web page.
- Application documents, including a Release of Liability form, must be completed and signed by parents/guardians of the participant, the student, the instructor, the school principal, counselor, and the Lamar CISD Athletic Director.

Category II (5 hours) is available for Grades 9 – 12 only and is an after-school program.

The Richmond YMCA and Blue Martial Arts in Rosenberg are the only locations available for participation in Category II (other local agencies were invited to partner with Lamar CISD and none chose to participate).

- Participation includes a minimum of 5 hours per week at a private or commercially-sponsored agency that provides physical activities which include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors.
- Students certified to participate at this level may not be dismissed from any part of the regular school day.
- The private or commercially sponsored physical activity programs must meet the criteria set by the district as defined in the guidelines established by TEA. The guidelines are included with the application forms on the Lamar CISD athletic web page.
- Application documents, including a Release of Liability form, must be completed and signed by parents/guardians of the participant, the student, the instructor, the school principal, counselor, and the Lamar CISD Athletic Director.
- Students will be graded on TEKS-based skill improvement, physical activity, and health concepts.

A Physical Education credit of 0.5 per semester is granted to students participating in an OCPE program that is in total compliance with all guidelines and requirements. OCPE daily activities, program quality, and qualifications of instructors are not controlled by Lamar CISD. The submission deadline is the end of the first week of the semester for which a waiver is being requested.

Resource Person, Mike Rice, Director of Athletics

**INFORMATION ITEM: ENTERPRISE LICENSE AGREEMENT FOR
ADOBE CREATIVE CLOUD PRODUCTS AND SERVICES**

At the June, 2015 board meeting, the Board approved the purchase of a three-year Adobe Enterprise License Agreement from JourneyEd.Com, Inc. in the amount of \$124,217.59. The quote from JourneyEd.com, and therefore the agenda item, show this will be purchased through The Cooperative Purchasing Network (TCPN).

When completing the requisition, it was discovered that JourneyEd.Com, Inc.'s TCPN contract expired at the end of May, 2015. Michele Leach has verified that they do offer this agreement through Buyboard at the exact same price and have a valid contract. Therefore, the purchase will be made through Buyboard.

Submitted by: David Jacobson, Chief Technology Information Officer
 Michele Leach, Purchasing/Materials Manager

**INFORMATION ITEM: STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS
(STAAR) RESULTS -- SPRING 2015**

The below numbers represent the preliminary results for all students tested and do not represent the final STAAR results used for accountability. STAAR results disaggregated by student groups are provided in this report for the individual campuses. Any student group designated with a '--' does not have a sufficient number to be counted in the accountability system.

As Texas schools continue to transition into the State of Texas Assessments of Academic Readiness (STAAR) and the STAAR End of Course tests, the results below reflect the percent of students that have met or exceeded the Level II, Phase-In 1 standard. These students are considered by the Texas Education Agency as 'sufficiently prepared' for the next course or grade level.

Please Note: Scores for Grades 3-8 Mathematics are subject to change, as new standards are being phased in to meet the rigor of the 2013 Texas Essential Knowledge and Skills (TEKS) student expectations. Therefore, state projections are not currently available.

Section I – 2015 Overall District Performance by Subject Area

2015 Preliminary STAAR Performance for LCISD					
	Math	Reading	Science	Social St.	Writing
All Students	82%	83%	82%	86%	77%
African-American	76%	80%	79%	83%	77%
Hispanic	77%	76%	74%	80%	68%
White	92%	93%	94%	93%	89%
Asian	96%	94%	93%	94%	93%
Econ Disadvantaged	73%	72%	71%	76%	63%
SPED	44%	40%	43%	47%	28%
ELL	72%	71%	63%	61%	66%

Section II – State versus District Results by Grade Level for STAAR and STAAR-EOC, 2013 to 2015:

State v. LCISD STAAR 3-8 Preliminary Results 2013 to 2015							
Grade	STAAR Test	2013 State	2013 LCISD	2014 State	2014 LCISD	2015 State	2015 LCISD
Grade 3	Reading	79%	84%	76%	82%	77%	85%
Grade 3	Math *	69%	79%	70%	82%	NA	82%
Grade 4	Reading	72%	77%	74%	81%	74%	79%
Grade 4	Math *	68%	78%	70%	83%	NA	81%
Grade 4	Writing	71%	76%	73%	78%	70%	76%
Grade 5	Reading	87%	92%	85%	91%	78%	83%
Grade 5	Math *	87%	93%	88%	95%	NA	88%
Grade 5	Science	73%	79%	73%	79%	72%	78%
Grade 6	Reading	71%	80%	77%	85%	76%	82%
Grade 6	Math *	74%	82%	79%	85%	NA	84%
Grade 7	Reading	77%	87%	75%	84%	75%	81%
Grade 7	Math *	71%	79%	67%	78%	NA	77%
Grade 7	Writing	70%	82%	70%	82%	72%	77%
Grade 8	Reading	89%	91%	89%	93%	78%	84%
Grade 8	Math *	86%	87%	86%	89%	NA	89%
Grade 8	Science	75%	81%	71%	78%	64%	78%
Grade 8	Social Studies	63%	71%	62%	71%	70%	76%

* Current projections based on TEA guidelines.

State v. LCISD STAAR EOC Preliminary Results 2013 to 2015 (All Test Versions) **						
STAAR EOC	2013 State	2013 LCISD	2014 State	2014 LCISD	2015 State	2015 LCISD
English I - Reading	65%	75%	62%	71%	61%	69%
English I - Writing	48%	56%				
English II - Reading	78%	84%	66%	76%	64%	73%
English II - Writing	52%	62%				
Algebra I	78%	78%	81%	80%	77%	75%
Biology	85%	86%	91%	90%	89%	91%
US History	N/A	N/A	92%	92%	88%	93%

** Includes retesters.

Section III – Preliminary Results for Elementary Campuses

Estimated STAAR Performance for Adolphus Elementary				
	Math	Reading	Science	Writing
All Students	96%	92%	94%	80%
African-American	88%	87%	--	--
Hispanic	100%	90%	--	--
White	96%	93%	97%	89%
Asian	97%	91%	--	--
Econ Disadvantaged	85%	79%	--	--
SPED	--	--	--	--
ELL	--	--	--	--

Estimated STAAR Performance for Austin Elementary				
	Math	Reading	Science	Writing
All Students	94%	98%	92%	99%
African-American	--	--	--	--
Hispanic	90%	98%	--	--
White	96%	98%	88%	98%
Asian	--	--	--	--
Econ Disadvantaged	80%	95%	--	--
SPED	--	--	--	--
ELL	--	--	--	--

Estimated STAAR Performance for Beasley Elementary				
	Math	Reading	Science	Writing
All Students	80%	77%	78%	65%
African-American	--	--	--	--
Hispanic	83%	80%	82%	69%
White	--	--	--	--
Asian	--	--	--	--
Econ Disadvantaged	77%	76%	74%	68%
SPED	--	--	--	--
ELL	87%	78%	--	--

Estimated STAAR Performance for Bowie Elementary				
	Math	Reading	Science	Writing
All Students	68%	68%	48%	44%
African-American	--	--	--	--
Hispanic	68%	69%	48%	46%
White	85%	76%	--	--
Asian	--	--	--	--
Econ Disadvantaged	67%	65%	43%	41%
SPED	18%	14%	--	--
ELL	77%	72%	35%	55%

Estimated STAAR Performance for Campbell Elementary				
	Math	Reading	Science	Writing
All Students	96%	96%	95%	91%
African-American	85%	87%	--	--
Hispanic	95%	94%	--	--
White	97%	98%	96%	92%
Asian	100%	100%	--	--
Econ Disadvantaged	--	--	--	--
SPED	--	--	--	--
ELL	--	--	--	--

Estimated STAAR Performance for Dickinson Elementary				
	Math	Reading	Science	Writing
All Students	96%	97%	96%	98%
African-American	--	--	--	--
Hispanic	91%	100%	--	--
White	97%	97%	98%	97%
Asian	--	--	--	--
Econ Disadvantaged	--	--	--	--
SPED	--	--	--	--
ELL	--	--	--	--

Estimated STAAR Performance for Frost Elementary				
	Math	Reading	Science	Writing
All Students	98%	99%	99%	98%
African-American	--	--	--	--
Hispanic	98%	100%	--	--
White	97%	98%	100%	100%
Asian	--	--	--	--
Econ Disadvantaged	--	--	--	--
SPED	--	--	--	--
ELL	--	--	--	--

Estimated STAAR Performance for Hubenak Elementary				
	Math	Reading	Science	Writing
All Students	95%	93%	88%	89%
African-American	93%	93%	83%	100%
Hispanic	93%	90%	85%	79%
White	95%	94%	94%	88%
Asian	98%	92%	--	--
Econ Disadvantaged	92%	83%	--	88%
SPED	--	--	--	--
ELL	91%	87%	--	--

Estimated STAAR Performance for Huggins Elementary				
	Math	Reading	Science	Writing
All Students	89%	91%	83%	91%
African-American	66%	69%	--	--
Hispanic	90%	85%	--	--
White	92%	95%	90%	97%
Asian	--	--	--	--
Econ Disadvantaged	72%	70%	--	--
SPED	--	--	--	--
ELL	75%	54%	--	--

Estimated STAAR Performance for Hutchison Elementary				
	Math	Reading	Science	Writing
All Students	83%	87%	76%	83%
African-American	79%	89%	63%	85%
Hispanic	73%	79%	72%	81%
White	84%	88%	--	74%
Asian	96%	89%	--	90%
Econ Disadvantaged	64%	78%	59%	72%
SPED	--	--	--	--
ELL	74%	78%	--	--

Estimated STAAR Performance for Jackson Elementary				
	Math	Reading	Science	Writing
All Students	86%	83%	73%	69%
African-American	--	--	--	--
Hispanic	87%	83%	77%	67%
White	--	--	--	--
Asian	--	--	--	--
Econ Disadvantaged	87%	84%	76%	67%
SPED	--	--	--	--
ELL	86%	82%	--	--

Estimated STAAR Performance for Long Elementary				
	Math	Reading	Science	Writing
All Students	83%	83%	63%	64%
African-American	74%	88%	--	--
Hispanic	84%	79%	53%	59%
White	88%	95%	--	--
Asian	--	--	--	--
Econ Disadvantaged	79%	80%	55%	61%
SPED	--	--	--	--
ELL	87%	76%	--	--

Estimated STAAR Performance for McNeill Elementary				
	Math	Reading	Science	Writing
All Students	88%	93%	94%	88%
African-American	84%	92%	93%	80%
Hispanic	87%	93%	91%	85%
White	92%	96%	--	--
Asian	97%	92%	--	--
Econ Disadvantaged	83%	88%	92%	88%
SPED	--	--	--	--
ELL	82%	89%	88%	90%

Estimated STAAR Performance for Meyer Elementary				
	Math	Reading	Science	Writing
All Students	75%	80%	76%	67%
African-American	65%	78%	--	--
Hispanic	80%	79%	68%	62%
White	74%	86%	--	--
Asian	--	--	--	--
Econ Disadvantaged	75%	77%	71%	59%
SPED	--	--	--	--
ELL	71%	76%	--	--

Estimated STAAR Performance for Pink Elementary				
	Math	Reading	Science	Writing
All Students	76%	69%	61%	62%
African-American	83%	63%	--	--
Hispanic	76%	69%	57%	64%
White	--	--	--	--
Asian	--	--	--	--
Econ Disadvantaged	75%	67%	60%	59%
SPED	--	--	--	--
ELL	78%	69%	50%	60%

Estimated STAAR Performance for Ray Elementary				
	Math	Reading	Science	Writing
All Students	94%	94%	75%	89%
African-American	--	--	--	--
Hispanic	94%	94%	73%	89%
White	--	--	--	--
Asian	--	--	--	--
Econ Disadvantaged	92%	93%	74%	86%
SPED	--	--	--	--
ELL	96%	96%	71%	84%

Estimated STAAR Performance for Smith Elementary				
	Math	Reading	Science	Writing
All Students	71%	72%	62%	44%
African-American	66%	79%	--	--
Hispanic	71%	69%	55%	43%
White	--	--	--	--
Asian	--	--	--	--
Econ Disadvantaged	71%	74%	58%	43%
SPED	--	--	--	--
ELL	73%	68%	--	44%

Estimated STAAR Performance for Thomas Elementary				
	Math	Reading	Science	Writing
All Students	81%	75%	69%	57%
African-American	79%	72%	53%	67%
Hispanic	81%	73%	73%	45%
White	82%	80%	--	72%
Asian	--	--	--	--
Econ Disadvantaged	78%	71%	60%	49%
SPED	--	--	--	--
ELL	79%	74%	--	--

Estimated STAAR Performance for Travis Elementary				
	Math	Reading	Science	Writing
All Students	67%	72%	56%	65%
African-American	--	--	--	--
Hispanic	67%	73%	55%	64%
White	--	--	--	--
Asian	--	--	--	--
Econ Disadvantaged	63%	69%	52%	64%
SPED	--	--	--	--
ELL	82%	82%	52%	72%

Estimated STAAR Performance for Velasquez Elementary				
	Math	Reading	Science	Writing
All Students	87%	85%	77%	69%
African-American	74%	82%	--	--
Hispanic	88%	85%	70%	61%
White	94%	87%	90%	67%
Asian	--	--	--	--
Econ Disadvantaged	82%	76%	67%	51%
SPED	--	--	--	--
ELL	90%	82%	--	--

Estimated STAAR Performance for Williams Elementary				
	Math	Reading	Science	Writing
All Students	91%	94%	86%	93%
African-American	88%	94%	82%	92%
Hispanic	88%	94%	79%	91%
White	96%	95%	96%	96%
Asian	98%	94%	--	--
Econ Disadvantaged	87%	93%	79%	93%
SPED	--	--	--	--
ELL	85%	93%	--	--

Section IV – Preliminary Results for Middle School and Junior High Campuses

Estimated STAAR Performance for Navarro Middle School		
	Math	Reading
All Students	78%	73%
African-American	71%	66%
Hispanic	78%	72%
White	83%	80%
Asian	--	--
Econ Disadvantaged	77%	71%
SPED	54%	29%
ELL	65%	67%

Estimated STAAR Performance for Polly Ryon Middle School		
	Math	Reading
All Students	92%	92%
African-American	89%	87%
Hispanic	88%	88%
White	95%	96%
Asian	100%	100%
Econ Disadvantaged	82%	84%
SPED	53%	40%
ELL	--	--

Estimated STAAR Performance for Wertheimer Middle School		
	Math	Reading
All Students	87%	88%
African-American	76%	81%
Hispanic	79%	80%
White	97%	97%
Asian	98%	94%
Econ Disadvantaged	71%	76%
SPED	56%	50%
ELL	72%	78%

Estimated STAAR Performance for Wessendorff Middle School		
	Math	Reading
All Students	78%	77%
African-American	71%	75%
Hispanic	78%	70%
White	95%	95%
Asian	--	--
Econ Disadvantaged	82%	68%
SPED	54%	47%
ELL	65%	62%

Estimated STAAR Performance for Briscoe JH					
	Math	Reading	Science	Social St.	Writing
All Students	91%	92%	84%	85%	88%
African-American	92%	91%	81%	82%	91%
Hispanic	85%	86%	72%	74%	80%
White	93%	95%	91%	91%	92%
Asian	95%	94%	85%	89%	96%
Econ Disadvantaged	82%	82%	71%	70%	72%
SPED	52%	48%	--	--	41%
ELL	70%	81%	66%	65%	75%

Estimated STAAR Performance for George JH					
	Math	Reading	Science	Social St.	Writing
All Students	73%	76%	59%	71%	63%
African-American	67%	66%	46%	67%	60%
Hispanic	73%	76%	57%	71%	61%
White	78%	86%	75%	69%	76%
Asian	--	--	--	--	--
Econ Disadvantaged	71%	72%	54%	69%	59%
SPED	36%	29%	10%	28%	13%
ELL	54%	61%	42%	55%	59%

Estimated STAAR Performance for Lamar JH					
	Math	Reading	Science	Social St.	Writing
All Students	81%	85%	73%	66%	73%
African-American	71%	84%	65%	60%	71%
Hispanic	81%	82%	69%	61%	70%
White	90%	94%	88%	84%	80%
Asian	98%	97%	--	--	--
Econ Disadvantaged	76%	81%	71%	60%	62%
SPED	43%	47%	--	--	21%
ELL	69%	69%	59%	53%	57%

Estimated STAAR Performance for Reading JH					
	Math	Reading	Science	Social St.	Writing
All Students	90%	94%	87%	88%	87%
African-American	82%	92%	75%	80%	82%
Hispanic	85%	87%	82%	85%	77%
White	96%	98%	94%	91%	95%
Asian	96%	99%	88%	92%	97%
Econ Disadvantaged	79%	84%	76%	75%	75%
SPED	45%	51%	31%	33%	27%
ELL	--	--	--	--	--

Section V – Preliminary Results for High School Campuses

Estimated STAAR Performance for Foster HS				
	Math	Reading	Science	Social St.
All Students	84%	83%	97%	96%
African-American	80%	76%	94%	96%
Hispanic	80%	73%	93%	90%
White	93%	91%	100%	99%
Asian	--	95%	100%	98%
Econ Disadvantaged	78%	70%	93%	91%
SPED	50%	32%	--	--
ELL	--	50%	--	--

Estimated STAAR Performance for George Ranch HS				
	Math	Reading	Science	Social St.
All Students	82%	87%	96%	97%
African-American	74%	78%	96%	95%
Hispanic	80%	83%	92%	97%
White	90%	93%	99%	98%
Asian	--	95%	98%	100%
Econ Disadvantaged	76%	76%	89%	93%
SPED	35%	35%	69%	--
ELL	--	61%	--	--

Estimated STAAR Performance for Lamar CHS				
	Math	Reading	Science	Social St.
All Students	76%	70%	86%	92%
African-American	78%	69%	90%	90%
Hispanic	74%	64%	82%	92%
White	81%	86%	93%	94%
Asian	--	88%	--	--
Econ Disadvantaged	71%	61%	83%	89%
SPED	--	34%	--	--
ELL	68%	44%	69%	--

Estimated STAAR Performance for Terry HS				
	Math	Reading	Science	Social St.
All Students	60%	62%	82%	86%
African-American	70%	67%	83%	87%
Hispanic	58%	60%	80%	85%
White	70%	69%	90%	93%
Asian	--	--	--	--
Econ Disadvantaged	56%	59%	78%	83%
SPED	18%	20%	43%	55%
ELL	50%	38%	69%	--

Resource Persons: Valerie Vogt, Academic Administrator
 Brian Moore, Director of Research and Accountability

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT
TRANSFER REQUESTS TO BOWIE, HUBENAK, RAY, THOMAS, AND TRAVIS
ELEMENTARY SCHOOLS**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2015-2016 school year: Bowie, Hubenak, Ray, Thomas, and Travis Elementary Schools. It is noted that the freeze on the intra-district/inter-district transfers would not include: (1) Students who are currently transferred into a school; (2) siblings of students currently transferred into a school; or (3) children of district employees. The exception being if the elementary level enrollment exceeds the 22-1 average capacity at individual grade levels that would require the hiring of additional staff. Principals would examine the number of transfer students. The transfer may have to be rescinded. In these cases, the parents would be notified immediately.

Resource Person: Laura Lyons, Executive Director of Elementary Education