

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
JUNE 14, 2016  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Audience to patrons
6. Approval of minutes
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7. Board members reports
  - A. Meetings and events
8. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
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    3. Consider approval to submit application for missed school days waiver due to flooding 32
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      - b. George Ranch High School
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<b>11. CLOSED SESSION</b>	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	226
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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 9th day of June 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek  
Secretary to Superintendent

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 17<sup>th</sup> day of May 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

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

**Members Absent:**

Melisa Roberts	Member
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**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	Interim Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator
Paul Lamp	Attorney

**BUSINESS TRANSACTED**

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

**2. Discussion of May 19<sup>th</sup> Regular Board Meeting Agenda Items**

## Minutes of Special Board Meeting May 17, 2016 – page 28

The Board reviewed the May 19<sup>th</sup> Regular Board Meeting agenda items.

### **10. ACTION ITEMS**

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

##### **10. A-1 Consider approval of out-of-state student trip requests, including, but not limited to: c. Foster High and George Ranch High Schools Speech and Debate**

Mr. Steenbergen asked how it is decided which are funded by the District or from fundraisers. Dr. Randle said in some instances when the District funds, it is from Federal Funds or it might be from the campus activity fund where the campus raises money. Ms. Haack said some are funded from instructional budget under extracurricular. Mr. Steenbergen asked if it depends on the type of event as to the source of funding. Ms. Haack said yes. Dr. Randle said when they are participating in above District competition the District covers some of those funds.

Ms. Kaminski asked if they are using CTE funds for the CTE event. Ms. Haack said if the students are enrolled in a CTE class and they qualify, their expenses are paid out of CTE funding. There are some students that are not enrolled in a CTE class, but still entered an event. These non-CTE kids are funded by the campus budget.

##### **10. A-2 Consider approval of the 2016 - 2017 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center**

Ms. Kaminski asked if this is the same as last year with no changes. Dr. Randle said that is correct.

##### **10. A-4 Consider approval of an Interlocal Cooperation Agreement with Equal Opportunity Schools**

Mr. Steenbergen asked what the source of funding was. Ms. Vogt said these are Title II Federal Funds.

##### **10. A-5 Consider approval of the Memorandum of Understanding between Houston Galveston Institute and Lamar Consolidated Independent School District**

Mr. Steenbergen asked who requested these services. Ms. Vogt said the services are provided through the counselors at the different high schools. This was previously funded through the DePelchin Center, which was losing their funding. The Wessendorff Foundation is covering the cost and we will be able to provide these services at all four high schools. This is typically for students who are in a crisis situation.

Ms. Kaminski asked if this was short term or do they follow the students throughout their years in high school. Ms. Vogt said it depends on the individual situation, no child is dismissed from services without being dismissed to another option of services. Especially if they have a safe plan, they work closely with the student and parents until the danger has passed. Teachers are involved when it is significant and relevant for them to be involved.

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### 10. B GOAL: PLANNING

#### 10. B-3 Consider approval of budget amendment requests

Mr. Steenbergen asked about the \$100,000 for the vehicles purchased for the Rosenberg Police Department and if this is their asset or ours. Ms. Ludwig said the vehicles are our assets.

Ms. Kaminski asked if getting this extra vehicle means we will receive an extra officer. Ms. Ludwig said there will be one more officer assigned to the new campus at Fulshear and one is a replacement vehicle.

#### 10. B-5 Consider approval or request for 2016 Historic Site Exemption for the Kendleton Heritage Society

Mr. Steenbergen asked if this was for three properties. Ms. Ludwig said they reduced it to one property this year.

Ms. Kaminski asked why they used a PO Box for the description of the property. Ms. Ludwig gave her the proper property description, which was listed on the paperwork.

#### 10. B-7 Consider approval of purchase of fleet and instructional vehicles

Mr. Steenbergen asked why there are not any local dealers. Ms. Leach said they solicited to them, but some of them cannot match the specifications and these vehicles may not have been in their inventory.

Ms. Kaminski asked if we have a vehicle like this at the present Ag facility. Ms. Leach said each campus has a truck that is designed along with a livestock trailer. This vehicle will be for the Fulshear campus.

Mr. Steenbergen asked if this was part of the operations budget. Ms. Leach said the two vehicles for maintenance are coming out of their local budget and the Ag vehicle for Fulshear is coming out of Bond money.

Mr. Torres asked why the two vehicles with service bodies on them are not more expensive than the Ag vehicle. Ms. Leach said it depends on each of the specifications, they were very different vehicles. The Ag vehicle needed to have trailer accommodations, a dual package, and it needed to be a heavy duty trailer pulling package.

#### 10. B-9 Consider approval of HVAC full coverage maintenance and service agreement

Mr. Torres asked if this included parts. Mr. McKeever said yes and this is a three year term.

#### 10. B-11 Consider approval of resolution regarding closure of schools due to flooding Dr. Harrell asked if they bring the fuel to the bus barn.

Ms. Kaminski asked if this covers employees. Dr. Randle said it covers all employees. Ms. Ludwig added, the hourly employees who had to come in to work will receive overtime.

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**10. B-13**      **Consider approval of Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to A New rate Period; Amending Certain Provisions of the Order Authorizing the Issuance of Such Bonds; and Enacting Other Provisions Relating Thereto**

Mr. Steenbergen asked what the market looks like. Ms. Ludwig said that Mr. Palmer thinks we might be able to get a rate around 1%.

**10. B-15**      **Consider approval of facility program and authorize design to begin for practice pools at Foster High School, George Ranch High School and Fulshear High School**

Mr. Hoyt explained the item and Mr. Schneider presented the design of the practice pools.

Mr. Steenbergen asked why there are not any diving boards. Mr. Hoyt said these are practice pools and diving would not be at these sites. Diving and larger meets would be held at the Natatorium. He said the coaches said diving was not something they needed at all sites.

Ms. Danziger asked about the seven lanes vs. eight lanes. Mr. Hoyt said the coaches feel with seven lanes they can have two teams meet. He said all the swim coaches, athletic directors, and aquatics director were involved in the discussions. He said they worked hard to ensure it was scaled down as much as possible.

Mr. Torres said that in reality you can do turns in the 3'6" water. Mr. Schneider said the compromise was going to the seven foot lanes so that the 4th grade swim area could be kept off to the side.

Ms. Kaminski asked if the 4th graders are year round. Ms. Lane said they go approximately 14 days and this rotates between the campuses.

Dr. Harrell asked how many 4th grade coaches were in the District. Dr. Bowen said that each facility has a licensed teacher and a WSI that can do swim instruction. Dr. Randle said that currently all the schools are rotating in now, with the opening of the other facilities there will be additional staff needed.

Ms. Gonzales asked how long the 4th graders are in the pool. Ms. Lane said around one hour. Ms. Danziger said with them using the practice pools, they should have more time in the pools because they will not have to travel as far.

Dr. Harrell asked what the depth requirement for a block is, he noticed there is not one in the slant area. Mr. Schneider said the preferred depth is 6'7", but they can swim in 3'6" of water. Dr. Harrell wanted to know the actual code for a block. Mr. Schneider was not aware of a code and in the discussion with the coaches, this was their preferred set up. Dr. Harrell asked how much has been spent on the design thus far. Mr. Schneider said they have just gone through programming. Mr. Hoyt said they would get that information. Dr. Harrell asked if anyone assessed what a dive area would cost in addition to this. Mr. Schneider said they did not. Dr. Harrell asked how many dive coaches are in the District. Ms. Haack said there is one centralized dive coach. Dr. Randle asked how many divers are in the District. Ms. Haack said this past year there were around 12.

Ms. Kaminski stated that the purpose of this was for it to be a practice pool. Mr. Schneider said that was the charge they were given.



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Dr. Harrell asked what will be the additional maintenance for the pools. Mr. McKeever said they will be hiring additional staff.

### 10. B-18      Consider approval of design development for the Huggins Elementary School driveway improvements

Mr. Kunz from VLK Architects presented the design.

Ms. Kaminski has a concern about the double lanes for the kids' safety, there will be parents who will not wait to turn into that one lane, and are going to let their kids out to walk across the traffic. Mr. Hoyt said they have had conversations with the school and they will have to monitor the traffic. Mr. Hoyt said the next agenda item is a traffic study for this area.

Ms. Danziger asked if there will be a crossing guard. Dr. Randle said this does not designate the need for a crossing guard, but they will have to have monitors.

Ms. Danziger asked how many buses service Huggins. Mr. Jones said about nine buses.

### 10. B-23      Consider approval of restroom renovations for Jackson Elementary

Ms. Kaminski asked how many restrooms would be renovated. Mr. Morgan said there are three sets of restrooms being renovated.

### 10. B-28      Consider approval of resolution for censure of Trustee

Ms. Kaminski gave everyone a copy of the resolution and said the attorney was here to answer any questions.

Ms. Gonzales said in looking at the minutes from last month, she did not see this as an agenda item. She is unclear on what the resolution is about. Dr. Randle said there was a request under future agenda items for the discussion and possible action for the evaluation of Board Member performances. Ms. Gonzales said it went from evaluation of Board Member performances to a resolution, she does not understand this, and thought there would be an evaluation first. Mr. Lamp did remind them a copy of the proposed resolution was distributed. Ms. Gonzales asked who's decision it was to do the resolution. Ms. Kaminski said it was hers to bring it up and have the discussion. Ms. Gonzales said the agenda item is an actual action item and thinks it should be taken off. Ms. Kaminski said there is a resolution that she, as the Board President, feels like in response to the community's concerns that it document the behavior of the Board Member. Dr. Randle reminded the Board they were actually having a discussion and said they cannot do this tonight. Mr. Lamp said the open meetings act does not prohibit the Board from discussing the issue, but it has been their practice of only taking questions about agenda items at the workshop. Mr. Torres asked about the inappropriate profanity directed towards Board members stated in the resolution. He said he did not use profanity against them. Ms. Kaminski said the resolution says previous displays of inappropriate profanity. Mr. Torres said it also talks about what he has said in the newspaper and on social media, he said the Board does not have any say over his behavior on social media.

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Mr. Lamp said if the Board has any question that implicates the legality of this issue, he would then suggest to move to closed session. Mr. Torres said he does not want to go to closed session, he wants it done in open session.

Ms. Gonzales asked if this is going to be the rule of thumb for everyone and done for others. She feels others should receive one as well.

### **11. INFORMATION ITEMS**

#### **11. A GOAL: PLANNING**

##### **11. A-1 Research regarding stability balls and classroom use**

Dr. Harrell said he passed out some studies and articles that talk about the benefit of the stability balls for children. Dr. Harrell asked what the cost of a regular classroom chair. Ms. Leach said about \$23.94.

Ms. Kaminski asked what students they were focusing in on because not every classroom has a need for a stability ball. Ms. Vogt said that is correct, it is up to the principal and teacher at each campus. They tend to have a specific student or group in mind for these.

Ms. Kaminski asked about the storage for these. Ms. Leach said there is no available storage for them, but the wobble stools can be hung. She said they have used rocker chairs that store better. Dr. Harrell said in the classroom that he saw them in, they had them just pushed under the desk.

#### **11. B GOAL: INSTRUCTIONAL**

### **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 Principal for Terry High School
  - e. Consider employment of Principal for Briscoe Junior High School
  - f. Consider employment of Principal for Bowie Elementary School
  - g. Consider renewals for late hires
  - h. Reassignment of professional personnel (Information)
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

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- b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

**ADJOURNMENT**

The meeting adjourned at 8:01 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
**President of the Board of Trustees**

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

**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 19<sup>th</sup> day of May 2016, 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 7:00 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
Linda Lane	Interim Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

The prayer was led by Ms. Haack, and the pledge of allegiance was recited.

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**3. STUDENT REPORTS**

**a. Poetry in Motion – George Junior High**

Argenis Aguirre, Jon Alonso, Kaitlyn Cantu, Ja’UAN Davidson, and Paola Garcia became published poets and read their poems to the Board. They presented the Board with printed copies of their poems.

**4. RECOGNITIONS/AWARDS**

**a. Tommy Tune Best Actor**

Muhammad Yunus

**b. Gates Millennium Scholar**

Jose Zelaya from Lamar Consolidated High School

**c. Valedictorians and Salutatorians**

Lamar Consolidated High School:     Ugene Gabrielle O. Sano, Valedictorian  
  Aaliyah Charlesa Jenkins, Salutatorian

Foster High School:    Joey Saad, Valedictorian  
  Aimee Chaleani, Salutatorian

Terry High School:    Gregario Alvarez, Valedictorian  
  Steve Kowal, Salutatorian

George Ranch High School:   Jerry Yang, Valedictorian  
  Laura Green, Salutatorian

**5. INTRODUCTIONS**

Dr. Kathleen Bowen introduced new staff to the Board:  
                                  Channon Almendarez, assistant principal at Bentley Elementary

**6. AUDIENCE TO PATRONS**

Ms. Lucia Street addressed the Board about a summer reading program for at-risk first graders in Title 1 schools in surrounding school districts. This project is coordinated by Achieve Fort Bend County. She invited some of the other members to come forward as she described the program. Twelve books will be received by each child and they will be allowed to keep them.

Mr. Joe Greenwell addressed the Board about the President of the United States sending a dictate to every Superintendent to accept boys in the girls’ locker rooms. He said the Board needs to make a proclamation that they will not allow males into the girls’ locker rooms. He also said he was taken aback by the presentation on the practice pools. He went on to say the presenters did not know what they were talking about. He begged the Board to reject the plan for the pools.

**7. APPROVAL OF MINUTES**

**A. APRIL 14, 2016 SPECIAL MEETING**

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees correct the minutes from the April 14, 2016 Special Meeting to add “of a board member” to the statement about the apology. The motion carried unanimously.

**B. APRIL 19, 2016 SPECIAL BOARD MEETING (WORKSHOP)**

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve the minutes of April 19, 2016 Special Board Meeting (Workshop). The motion carried unanimously.

**C. APRIL 21, 2016 REGULAR BOARD MEETING**

It was moved by Mr. Steenbergen and seconded by Ms. Danziger that the Board of Trustees approve the minutes of April 21, 2016 Regular Board Meeting.

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

Voting in opposition: Ms. Gonzales

The motion carried.

**8. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Mr. Steenbergen reported the Technology Committee met, and reported on the status of projects going on throughout the District. Mr. Nilsson reported on the 9th annual Interact Academy and invited the Board to attend. It is the week of June 6th at Reading Junior High. Mr. Steenbergen attended the ASAP graduation luncheon, Thomas Elementary graphic design competition for 4th and 5th graders, Bluebonnet battle where Hubenak Elementary won, and the Hutchison Leadership Day.

Ms. Danziger reported the Policy and Procedures Committee met and reported on the status. She also reported the Facilities Committee met and reported on the status of projects going on throughout the District. She attended the teacher recognition dinner, LEAF Surf's Up, and Hutchison Leadership Day.

Ms. Kaminski attended the ASAP graduation luncheon, the Employer Appreciation Co-op Program, and Hutchison Leadership Day.

**9. SUPERINTENDENT REPORTS**

**a. Meetings and Events**

**b. Information for Immediate Attention**

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**ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A- 1 – 10. A- 5; 10. B-2 – 10. B-9; 10. B-11; 10. B-13 – 10. B-14; 10. B-16 – 10. B-17; 10. B-21 – 10. B-27; and 10. C-1**

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

**10. A GOAL: INSTRUCTIONAL**

**10. A-1 Approval of out-of-state student trip requests, including, but not limited to:**

**a. Lamar Consolidated High School**

Approved out-of-state travel for Lamar Consolidated High School, Chapter 3696 to attend the National Skills USA VICA contest in Louisville, Kentucky on June 20-25, 2016.

**b. Career and Technical Education**

Approved out-of-state travel for Lamar Consolidated High School (LCHS), George Ranch High School (GRHS), Lamar Junior High (LJH), Antoinette Reading Junior High (ARJH), and Briscoe Junior High (BJH) Career and Technical Education (CTE) and non-CTE students that have qualified to travel to the Technology Students Association (TSA) National contest in Nashville, Tennessee on June 28 – July 2, 2016.

**c. Foster High and George Ranch High schools Speech and Debate**

Approved out-of-state travel and transferred appropriate funds for Foster High School and George Ranch High School Speech and Debate to attend the 2016 National Forensic League Tournament on June 12-18, 2016 in Salt Lake City, Utah.

**d. Foster High, George Ranch, Lamar Consolidated High, and Terry High school Theater**

Approved out-of-state travel for Foster High School, George Ranch High School, Lamar Consolidated High School and Terry High School Theater Departments to travel to Lincoln, Nebraska to the International Thespian Festival and Individual Events Showcase Competition from June 19-26, 2016.

**10. A-2 Approval of the 2016 - 2017 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center**

Approved the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2016-2017 school year, and authorized the Superintendent to execute the agreement. (See inserted pages 37-A – 37-G.)

**10. A-3 Approval of the 2016-2017 Memorandum of Understanding for the Operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program**

Approved the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville

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Independent School District and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2016-2017 school year, and authorized the Superintendent to execute the agreement. (See inserted pages 38-A – 38-J.)

**10. A-4 Approval of an Interlocal Cooperation Agreement with Equal Opportunity Schools**

Approved the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$100,000 and authorized the Superintendent to execute the agreement. (See inserted pages 38-K – 38-9.)

**10. A-5 Approval of the Memorandum of Understanding between Houston Galveston Institute and Lamar Consolidated Independent School District**

Approved the Memorandum of Understanding between The Houston Galveston Institute (HGI) Counseling and Lamar CISD for no cost mental health services provided for students and families, and authorized the Superintendent to execute the agreement. (See inserted pages 38-Q – 38-R.)

**10. B GOAL: PLANNING**

**10. B-2 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

**10. B-3 Approval of budget amendment requests**

Approved budget amendment requests as attached. (See inserted pages 38-I – 38-J.)

**10. B-4 Designation of Patsy Schultz, RTA as Tax Assessor-Collector for Lamar Consolidated ISD for the period of September 1, 2016 through June 30, 2017**

Designated Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated ISD for the period September 1, 2016 through June 30, 2017, and authorized the Board President and Board Secretary to execute the Interlocal agreement. (See inserted pages 38-U – 38-Z.)

**10. B-5 Approval of request for 2016 Historic Site Exemption for the Kendleton Heritage Society**

Approved the 2016 Historic Site Exemption for the Kendleton Heritage Society.

**10. B-6 Approval of Interlocal agreement with Region 6 Education Service Center for the EPIC 6 Purchasing Cooperative**

Approved the Interlocal agreement with Region 6 Education Service Center (RESC 6) for the EPIC 6 Purchasing Cooperative and authorized the Board President to execute the Agreement. (See inserted pages 38-AA – 38-CC.)



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**10. B-7 Approval of purchase of fleet and instructional vehicles**

Approved the purchase of three (3) vehicles from Caldwell Country Chevrolet and Lake Country Chevrolet in the amount of \$118,503.00.

**10. B-8 Approval of purchase of athletic and trainer supplies**

Approved all vendors who responded to the proposal for athletic and trainer supplies (and related items) for the District.

**10. B-9 Approval of HVAC full coverage maintenance and service agreement**

Approved Texas Air Systems for a 3-year term contract for District-wide HVAC full coverage maintenance and service in the amount of \$4,701,281 (3-year term cost) and authorized the Superintendent to sign a contract when presented.

**10. B-11 Approval of resolution regarding closure of schools due to flooding**

Approved a resolution regarding the closure of schools on Monday, April 18, 2016 and Tuesday, April 19, 2016, authorized the Superintendent of Schools to revise the calendar as necessary and apply to the Texas Education Agency for a waiver for two missed instructional days and authorized the payment of employees. (See inserted page 39-A.)

**10. B-13 Approval of Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to A New rate Period; Amending Certain Provisions of the Order Authorizing the Issuance of Such Bonds; and Enacting Other Provisions Relating Thereto**

Approved the Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to A New Rate Period; Amending Certain Provisions of the Order Authorizing the Issuance of Such Bonds; and Enacting Other Provisions Relating Thereto. (See inserted pages 39-B – 39-V.)

**10. B-14 Adoption of donations to the district, including, but not limited to:**

- a. Adolphus Elementary School
- b. Frost Elementary School
- c. Huggins Elementary School
- d. Hutchison Elementary School

Approved donations to the District.

**10. B-16 Approval of materials testing for Lindsey Elementary School**

Approved Terracon, Inc. for materials testing for Lindsey Elementary School in the amount of \$66,000 and authorize the Board President to execute the agreement. (See inserted pages 39-W – 39-JJ.)

**10. B-17 Approval of pipe repairs for Pink Elementary School**

Approved Phil's Plumbing for the pipe repairs at Pink Elementary School in the amount of \$290,368 and authorized the Board President to execute the agreement. (See inserted pages 39-KK – 39-FFF.)

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**10. B-21 Approval of Vanir/Rice & Gardner Consultants contract amendment No. 1**

Approved contract amendment No. 1 to Vanir/Rice & Gardner Consultants at no additional cost and authorize the Board President to execute the agreement. (See inserted pages 40-A – 40-B.)

**10. B-22 Approval of geotechnical services for the design of Agricultural Facility #2**

Approved Terracon for geotechnical engineering services for the design of Agricultural Facility #2 in amount of \$4,800 and authorized the Board President to execute the agreement. (See inserted pages 40-C – 40-J.)

**10. B-23 Approval of restroom renovations for Jackson Elementary**

Approved Fisher Poirier Construction for the restroom renovations at Jackson Elementary in the amount of \$218,256 and authorizes the Superintendent to execute the contract when presented.

**10. B-24 Approval of material testing services for the Fulshear High complex detention ponds slope repairs**

Approved Terracon for material testing services for the repairs to the existing and new detention ponds in the amount of \$21,740 and authorized the Board President to execute the agreement. (See inserted pages 40-K – 40-R.)

**10. B-25 Approval of teacher moving services for Bentley Elementary School, Fulshear High School and Leaman Junior High School**

Approved A-Rocket Moving & Storage for providing preliminary staff moving supplies for Bentley Elementary School, Fulshear High School and Leaman Junior High School in the amount of \$7,030 and authorized the Board President to execute the agreement.

**10. B-26 Approval of final payment for the security vestibule at Bowie Elementary**

Approved the final payment of \$5,000 to Sterling Structures, Inc. for the construction of the security vestibule at Bowie Elementary.

**10. B-27 Approval of property insurance coverage for Lamar CISD**

Approved the District's property insurance coverage for a two year term from June 1, 2016 through May 31, 2018 with Lexington Insurance Company through McGriff, Seibels and Williams of Texas, Inc. with an option to renew for three additional years provided that the premium is acceptable to the District.

**10. C GOAL: TECHNOLOGY**

**10. C-1 Approval of district-wide interactive whiteboard buildout**

Approved the interactive whiteboard buildout project in the amount of \$ \$855,073.82 for hardware, services, and supplies, and authorized the Superintendent to execute the agreements.

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**10. B GOAL: PLANNING**

**10. B-1 Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors**

No action taken.

**10. B-10 Consider approval of independent auditors for the 2015-2016 school year**

It was moved by Mr. Steenbergen and seconded by Dr. Harrell that the Board of Trustees approve the engagement of the certified public accounting firm of Whitney Penn, LLP as the District's independent auditors for the 2015-2016 school year, and authorize the Superintendent and Board President to execute the engagement letter.

Ms. Kaminski asked if this was separate from the outside internal audit group. Dr. Randle said that is correct, this is the yearly audit. The motion carried unanimously. (See inserted pages 41-A – 41-I.)

**10. B-12 Consider approval of afterschool care facility rental agreement**

It was moved by Mr. Steenbergen and seconded by Ms. Roberts that the Board of Trustees approve an afterschool care facility rental agreement with Gingerbread House Day Care Center (the Provider) for Bentley Elementary during the second semester of the 2016-17 school year, and authorize the Superintendent to execute the agreement.

Ms. Kaminski removed herself as presiding officer of the Board until the final vote was finished.

Ms. Gonzales asked the terms of the agreement. Ms. Ludwig said it is the spring semester of 2017, it will end August 31, 2017. Ms. Gonzales asked what the cost is to the parents on a weekly basis. Ms. Ludwig said we do not know that because this is a facility rental agreement between Lamar CISD and the Provider. Ms. Gonzales asked when the contract would be renewed. Ms. Ludwig said all contracts will be renewed next Spring for all afterschool providers. Ms. Gonzales asked if they carry their own insurance and liability, her concern is the safety of the students and what do they do about background checks. Ms. Ludwig said they do carry the insurance and it is up to the daycare provide to do the background checks.

The motion carried unanimously. (See inserted pages 41-J – 41-K.)

Ms. Kaminski resumed her duties as presiding officer.

**10. B-15 Consider approval of facility program and authorize design to begin for practice pools at Foster High School, George Ranch High School and Fulshear High School**

It was moved by Dr. Harrell and seconded by Mr. Steenbergen that the Board of Trustees approve the facility program and authorize design to begin for the practice pools at Foster High School, George Ranch High School and Fulshear High School.

Dr. Harrell said he spoke to families and they all feel having an 8th block is important and making it an even lane pool. He said he would not want to approve this unless they change the design of the pool to include an 8th lane and block so that competitions can be held. Mr. Schneider said legally you can use starting blocks in 4'

## **Minutes of Regular Board Meeting May 19, 2016 – page 42**

of water, but it is not recommended. He said they could accommodate by adding width to the pool and would cost around 65k to 70k.

Mr. Steenbergen said he thinks it would be short sided on their part to pinch on this project.

Ms. Roberts asked if some of the coaches were on the committee. Ms. Haack said that all the high school swim coaches were on the committee. Ms. Roberts asked if they complained about this. Ms. Haack said they did not and were in agreement to get everything they wanted within the budget. Ms. Roberts asked if the 4th graders come at a specific time that they must have separate locker rooms for them. Mr. Schneider said the biggest concern was during competitions, the visiting parents would have to use the locker room as a restroom.

Mr. Steenbergen said they should bring back some alternates.

Dr. Harrell asked what the design costs to date are. Mr. Hoyt said there has been approximately 90k committed.

Ms. Kaminski asked why they are not consulting some of the former coaches. She said she knows of one former coach that is willing to help.

Ms. Roberts said she wanted to reiterate that we need to look at this for decades, this is a large investment. If this is approved the way it is, we are basically saying we are only meeting the needs for the next 5 years. She thinks this is not a good investment.

Ms. Danziger asked if all three pools would be built at the same time. Mr. Hoyt said yes.

Ms. Roberts asked what the cost would be to make it a diving pool. Mr. Schneider said approximately 130k and said they can put it as an add alternate to see what the actual costs will be.

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

Voting in opposition of the motion: Ms. Roberts

The motion carried.

### **10. B-18**

#### **Consider approval of design development for the Huggins Elementary School driveway improvements**

It was moved by Ms. Roberts and seconded by Mr. Steenbergen that the Board of Trustees approve the design development for the Huggins Elementary School driveway improvements, as presented by VLK Architects.

Ms. Roberts asked when this project will begin. Mr. Hoyt said the construction is anticipated to be this Fall. Ms. Roberts asked if they checked with the city or county on the widening of Huggins Road to ensure both projects will not be happening at the same time. Mr. Hoyt said they are looking into this. The traffic study that is later on the agenda will cover that.

The motion carried unanimously.

**10. B-19**      **Consider approval of traffic study for Huggins Elementary School driveway improvements**

It was moved by Mr. Steenbergen and seconded by Mr. Torres that the Board of Trustees approve Traffic Engineers, Inc. for the traffic study for the Huggins Elementary School driveway improvements in the amount of \$10,000 and authorize the Board President to execute the agreement. The motion carried unanimously. (See inserted pages 43-A – 42-C.)

**10. B-20**      **Consider approval of geotechnical study for Huggins Elementary School driveway improvements**

It was moved by Mr. Steenbergen and seconded by Mr. Torres that the Board of Trustees approve Terracon, Inc. for the geotechnical study for the Huggins Elementary School driveway improvements in the amount of \$3,650 and authorize the Board President to execute the agreement.

Ms. Roberts asked where this is located. Mr. Hoyt said this will come in just north of the daycare on the East side of the property. Mr. McKeever said this study is all the new areas. Ms. Roberts asked what structures will be affected. Mr. McKeever said none. Mr. Hoyt said there are some portables that will need to be relocated. Ms. Roberts asked if this affects any future plans for renovations to the property. Dr. Randle said no. Ms. Roberts asked if they checked with the city or county for help with funding. Dr. Randle said you cannot get funding because it is on school property. Ms. Roberts feels like the work the District is doing is going to help the city in alleviating the traffic on Huggins Drive.

The motion carried unanimously. (See inserted pages 43-D – 43-I.)

**10. B-28**      **Consider approval of resolution for censure of Trustee**

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees table the approval of a resolution for censure of Trustee.

Ms. Roberts asked why we would table the item. Ms. Gonzales said because the meeting minutes from last month stated that this was a School Board Trustee performance evaluation and this is not an evaluation, this is a consequence. She said they just received the information on Tuesday with no notice or information, she feels they need time to digest. She said if this is going to be standard practice from here on out, then it needs to be for all School Board Members.

Mr. Morris said a motion to table is not debatable. They can be asked to provide information on explanation of their motion.

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

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

The motion failed.

It was moved by Ms. Kaminski and seconded by Ms. Roberts that the Board of Trustees accept the resolution that officially censures Mr. Frank Torres.

Mr. Torres asked why he was being censured. Ms. Kaminski read the resolution. Mr. Torres said that Board Policy states that Board Members are only Board Members when they are seated at the table. He said if he said anything on social media he did it as a private individual. He said he has the same right of free speech as everyone else. He said as far as respect, he has always respected the patrons of the District, he was disrespectful to someone that was breaking the rules by attacking two Board members, including himself. He feels it is very cowardly for a patron to stand up there and attack Board members when they are not allowed to respond. He said if the Board needs to censure him, then do it. But he said they are in violation if they censure him for anything done outside a Board meeting.

Ms. Danziger asked exactly what this censure means, is it just a slap on the wrist. Ms. Kaminski said this is the only option the Board has. Ms. Danziger said she, Mr. Steenberg, and Dr. Harrell have been working on policies and know this is a concern and she was wondering where the policy gives them the authority to censure. Mr. Morris said this is a typical matter of governance that a governing body has the authority to approve a resolution to censure a fellow Board Member. The legal effect is really nothing more than to come to agreement by the Board to send a public reprimand to the Board Member that is the subject of the resolution. Ms. Danziger said March 24<sup>th</sup> was not their finest hour, but the next meeting there were apologies made. She feels that this year they have done more and worked together as a Board and made a lot of accomplishments. She is very proud of the Board this year. She wishes this had been done sooner because she feels they are finishing up the year on a down note instead of a high note. She feels like the Board has moved on and they are trying to work together. She wonders if we are doing this censure for the community or for themselves and is it going to help them as a Board. She said tonight there were so many wonderful things happening with the student recognitions, but tomorrow's front page is going to read "Board Member Censured" and all the other wonderful things will be overlooked.

Ms. Roberts appreciates the opportunity to go out in public and make a statement that the Board does not approve or condone this type of behavior. She feels the community judges them as a whole.

Ms. Kaminski said the reason it was not done immediately was because they did not know the proper procedures. She said as Board Members they represent the schools everywhere, she said they are not excluded from the general public to say what they would like to say. They do not always agree with topics.

Ms. Gonzales asked the Board when does the Board stop making accusations about one another and people in the community.

Dr. Harrell said at the end of the day they are here to work for every kid, employee, and tax payer. It is not about the Board, it is about them. He said if this comes in front of him, he will vote for it because the Board member cussed at a patron in public. He has since then apologized and been very productive to the Board.

Mr. Torres said to bear in mind that when a person comes in every month and stands at the microphone, tells lies and attacks people, in his opinion, that person does not deserve respect.

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Dr. Harrell said he sat here in his third meeting and listened to four people that did not know who he was and publically railed him. He said he sat here and took it. He did not respond because he knows the rules.

Mr. Steenbergen said they have no capacity outside this room, but every time they step inside a school as an individual, people are looking at them as a Board Member and they must behave accordingly.

Ms. Kaminski said they have a code of conduct for all of the administrators, teachers, employees, students, and families; and that code has consequences. She said they have found that their code of ethics has no consequences and that is why the committee was formed so this can change. She said right now this is their only option, its needs to be put on record and then it will be over.

Ms. Danziger asked if they can really reach outside of the board room to what someone does. She said she does not see anything that says they can monitor someone as long as they are not using District facilities or equipment.

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

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

Abstaining: Ms. Danziger

The motion carried. (See inserted page 45-A.)

### **10. B-29 Elect Board Officers to Serve from May 2016 to May 2017**

#### **Board President**

Ms. Kaminski nominated James Steenbergen as board president of the Lamar CISD Board of Trustees and it was seconded by Ms. Roberts.

Ms. Gonzales nominated Kay Danziger as board president of the Lamar CISD Board of Trustees and it was seconded by Mr. Torres

Voting in favor of James Steenbergen as board president: Mr. Steenbergen, Ms. Kaminski, Ms. Roberts, and Dr. Harrell

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

Mr. Steenbergen will serve as board president of the Lamar CISD Board of Trustees from May 2016 to May 2017.

#### **Board Vice President**

Ms. Roberts nominated Kathryn Kaminski as board vice president of the Lamar CISD Board of Trustees and it was seconded by Mr. Steenbergen.

Ms. Gonzales nominated Kay Danziger as board vice president of the Lamar CISD Board of Trustees and it was seconded by Mr. Torres.

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Voting in favor of Kathryn Kaminski as board vice president: Mr. Steenbergen, Ms. Kaminski, Ms. Roberts, and Dr. Harrell

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

Ms. Kaminski will serve as board vice president of the Lamar CISD Board of Trustees from May 2016 to May 2017.

**Board Secretary**

Mr. Steenbergen nominated Kay Danziger as board secretary of the Lamar CISD Board of Trustees and it was seconded by Ms. Gonzales. There were no other nominations. Ms. Danziger will serve as the board secretary from May 2016 to May 2017.

**10. B-30 Consider authorization to use current facsimile plates**

It was moved by Ms. Kaminski and seconded by Mr. Torres that the Board of Trustees authorize the use of the current Board approved signatures on all checks drawn on District accounts for the maximum of 90 days to allow the Administration time to order new facsimile signature plates for the President of the Board, James Steenbergen, and the Secretary of the Board, Kay Danziger.

**11. INFORMATION ITEMS**

**11. A GOAL: PLANNING**

**11. A-1 Research regarding stability balls and classroom use**

**11. A-2 Tax Collection Report**

**11. A-3 Payments for Construction Projects**

**11. A-4 Region 4 Maintenance and Operations Update**

**11. A-5 Bond Update**

a. **2011**

b. **2014**

**11. A-6 Transportation Update**

**11. A-7 Projects funded by 2011 available bond funds**

**11. A-8 Bond Planning**

**11. A-9 Request for program management comparison**

Ms. Roberts requested a presentation in the future.



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**11. B GOAL: INSTRUCTIONAL**

**11. B-1 Lamar Consolidated High, Lamar Junior High, and Wessendorff Mascot**

**11. B-2 Equal Opportunity Schools**

Mr. Jose Pineda presented to the Board.

**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 Principal for Terry High School
  - e. Consider employment of Principal for Briscoe Junior High School
  - f. Consider employment of Principal for Bowie Elementary School
  - g. Consider renewals for late hires
  - h. Reassignment of professional personnel (Information)
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 9:10 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 9:44 p.m.

**12. A-1(a) Approval of personnel recommendations for employment of professional personnel**

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

**Employed**

Forbes, Erin	June 1, 2016	Associate Principal Fulshear High School
Lopez, Sergio David	July 18, 2016	Assistant Principal Leaman Junior High

**12. A-1(d) Employment of Principal for Terry High School**

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees approve Dr. Andree Osagie as the Principal of Terry High School. The motion carried unanimously.

**12. A-1(e) Employment of Principal for Briscoe Junior High School**

It was moved by Ms. Danziger and seconded by Mr. Torres that the Board of Trustees approve Jose Pineda as the Principal of Briscoe Junior High School. The motion carried unanimously.

**12. A-1(f) Employment of Principal for Bowie Elementary School**

It was moved by Ms. Roberts and seconded by Ms. Kaminski that the Board of Trustees approve Belynda Billings as the Principal of Bowie Elementary School. The motion carried unanimously.

**12. A-1(g) Approval of renewals for late hires**

It was moved by Mr. Torres and seconded by Ms. Danziger that the Board of Trustees approve contract renewals for late hires. The motion carried unanimously. (See inserted page 48-A.)

**FUTURE AGENDA ITEMS**

Action item resolution to approve the blue track unified mascot

Information Item to survey 3<sup>rd</sup> to 5<sup>th</sup> grade teachers regarding stability balls

Information Item on hourly worker salary

**ADJOURNMENT**

The meeting adjourned at 9:50 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
**President of the Board of Trustees**

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

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
SUPPORT FOR A LAMAR CONSOLIDATED HIGH SCHOOL, LAMAR JUNIOR HIGH  
SCHOOL AND WESSENDORFF MIDDLE SCHOOL MASCOT**

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution proclaiming support for Lamar Consolidated High School, Lamar Junior High School and Wessendorff Middle School sharing the same mascot.

**IMPACT/RATIONALE**

With consideration regarding the concept that sharing the same mascot brings a community together and builds a sense of belonging, Lamar Consolidated High School, Lamar Junior High School and Wessendorff Middle School have joined together to unite as “One Team-One Family-One Vision.” Beginning with the 2016-2017 school year, the blue track secondary campuses wish to share the Mustang mascot. Current schools that employ this philosophy are the maroon track secondary campuses (Longhorns) and the purple track secondary campuses (Chargers).

Submitted by: Leslie Haack, Executive Director of Secondary Education  
Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, the students, staff and many friends of Lamar Consolidated High School, Lamar Junior High School and Wessendorff Middle School proudly display their “blues;” and

WHEREAS, Lamar Consolidated is the District’s flagship High School; and

WHEREAS, residents of our community proudly support the Mustangs; and

WHEREAS, the students and families at Wessendorff Middle School and Lamar Junior High School eagerly await the day they can be called Mustangs; and

WHEREAS, Wessendorff Middle School, Lamar Junior High School and Lamar Consolidated High School are united as “One-Team-One Family-One Vision”;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District supports Wessendorff Middle School, Lamar Junior High School and Lamar Consolidated High School sharing the Mustang mascot, helping form a bond between the schools’ students, families and staffs.

Adopted this 14<sup>th</sup> day of June 2016.



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James Steenbergen, President

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Kay Danziger, Secretary

**CONSIDER ADOPTION OF THE CARL BRISCOE BENTLEY ELEMENTARY SCHOOL  
MASCOT AND SCHOOL COLORS**

**RECOMMENDATION:**

That the Board of Trustees approve Blazers as the mascot and blue and gold as the school colors for Carl Briscoe Bentley Elementary School.

**IMPACT/RATIONALE:**

Community and student feedback was garnered through a Bentley parent input meeting and two student presentations in which attendees viewed a school color and school mascot presentation. Following each presentation, attendees submitted their vote of preference for school colors and mascot.

Submitted by: Linda Lane, Interim Executive Director of Elementary Education  
Tom Thompson, Principal, Carl Briscoe Bentley Elementary School

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

# MASCOT /COLOR OPTION BALLOT TOTALS

VOTES	BLUE/ GOLD	GREEN/WHITE	MAROON/BLACK	RED/BLUE	ORANGE/BLACK	NO VOTE	BRONCOS	BEARS	BULLS	BLAZERS	STARS	NO VOTE
PARENT VOTES	57	4	12	26	8	0	39	12	10	40	7	0
HUGGINS VOTES	7	0	2	6	1	0	7	4	1	0	2	2
HUBENAK VOTES	177	15	46	133	38	2	115	23	90	139	38	5
<b>TOTAL</b>	<b>241</b>	<b>19</b>	<b>60</b>	<b>165</b>	<b>47</b>	<b>2</b>	<b>161</b>	<b>39</b>	<b>101</b>	<b>179</b>	<b>47</b>	<b>7</b>

**CONSIDER APPROVAL TO SUBMIT APPLICATION FOR MISSED  
SCHOOL DAYS WAIVER DUE TO FLOODING**

**RECOMMENDATION:**

That the Board of Trustees approve submission to the Texas Education Agency an Application for Missed Schools Days Waiver regarding the closure of specified elementary and secondary schools on Tuesday, May 31, 2016 through Thursday, June 2, 2016, and authorize the Superintendent of Schools to revise the calendar as necessary.

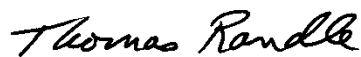
**IMPACT/RATIONALE:**

The Texas Education Agency (TEA) has a process which allows a district to apply for a waiver for missed instructional days due to a district or campus being forced to close for various reasons including severe weather. These waivers assist districts by lessening the impact of low attendance rates on the funding earned. TEA requires approval by the Board of Trustees prior to submission of the waiver application. After the Board has acted, an application for the waiver of instructional days will be submitted using the TEA's automated waiver application system.

Fort Bend County experienced severe flooding and weather-related conditions as a result of excessive rainfall during the week of May 31<sup>st</sup> – June 2<sup>nd</sup>. In order to cooperate with state and local officials to reduce potential traffic and to keep students, parents, and employees safe from street flooding, three elementary schools (Austin, Frost, and Jackson) and three secondary schools (Foster High, Briscoe Junior High, and Wertheimer Middle) were closed for three (3) instructional days. Administration believes it is in the best interest of the District to apply for a waiver for the three missed instructional days for all six schools.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

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

### **PROGRAM DESCRIPTION:**

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

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

- Ratification of May 2016 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  
Michele Reynolds, CPA, Director of Finance

Recommended for ratification:



Dr. Thomas Randle  
Superintendent



## SCHEDULE OF MAY 2016 DISBURSEMENTS

**IMPACT/RATIONALE:**

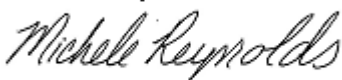
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of May total \$24,030,854 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,313,655
614	Employee Benefits	646,171
621	Professional Services	20,265
623	Education Services Center	30,778
624	Contracted Maintenance and Repair Services	226,384
625	Utilities	610,533
626	Rentals and Operating Leases	63,428
629	Miscellaneous Contracted Services	463,268
631	Supplies and Materials for Maintenance and Operations	293,981
632	Textbooks and Other Reading Materials	249,638
633	Testing Materials	44,763
634	Food Service	519,194
639	General Supplies and Materials	2,450,515
641	Travel and Subsistence -- Employee and Student	112,942
642	Insurance and Bonding Costs	1,985
649	Miscellaneous Operating Costs/Fees and Dues	34,506
659	Other Debt Services Fees	3,875
662	Building Purchase, Construction, and/or Improvements	3,554,976
663	Furniture & Equipment - \$5,000 or more per unit cost	362,706
129	Misc. Receivable/Alternative Certification Fees	7,000
131	Inventory Purchases	6,312
217	Operating Transfers, Loans and Reimbursements	8,727
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	5,252
	<b>Total</b>	<b>24,030,854</b>

**PROGRAM DESCRIPTION:**

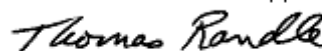
The report above represents all expenditures made during the month of May 2016. The detailed check information is available upon request.

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 MAY 31, 2016**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	136,441,062.00	136,066,363.00	(374,699.00)	99.7%
5800-STATE PROGRAM REVENUES	96,167,598.00	59,009,484.00	(37,158,114.00)	61.4%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,678,122.00	(66,878.00)	96.2%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
<b>TOTAL- REVENUES</b>	<b>234,353,660.00</b>	<b>197,473,562.00</b>	<b>(36,880,098.00)</b>	<b>84.3%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	196,142,053.00	139,152,813.00	56,989,240.00	70.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,928,763.00	12,666,587.00	9,262,176.00	57.8%
6300-SUPPLIES AND MATERIALS	13,748,164.00	6,751,769.00	6,996,395.00	49.1%
6400-OTHER OPERATING EXPENDITURES	4,438,955.00	2,728,033.00	1,710,922.00	61.5%
6600-CAPITAL OUTLAY	3,805,264.00	1,786,712.00	2,018,552.00	47.0%
<b>TOTAL-EXPENDITURES</b>	<b>240,063,199.00</b>	<b>163,085,914.00</b>	<b>76,977,285.00</b>	<b>67.9%</b>

**Lamar CISD  
Local Investment Pools  
as of May 31, 2016**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	3,713,816.81	0.00	0.00	1,071.98	3,714,888.79
General Account	92,093,142.98	0.00	12,915,655.50	24,674.99	79,202,162.47
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,103,293.12	1,182,322.17	1,250,000.00	337.98	1,035,953.27
Workmen's Comp	529,611.66	33,333.33	60,000.00	142.10	503,087.09
Property Tax	12,431,604.42	1,477,548.83	0.00	3,830.25	13,912,983.50
Vending Contract Sponsor	476,063.64	0.00	0.00	137.42	476,201.06
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,609,739.49	0.00	0.00	464.68	1,610,204.17
Capital Projects Series 2005	242,668.01	0.00	15,006.75	66.39	227,727.65
Student Activity Funds	45,934.97	0.00	0.00	13.38	45,948.35
Taylor Ray Donation Account	5,086.48	0.00	0.00	1.53	5,088.01
Capital Projects Series 2007	209,419.17	0.00	0.00	60.45	209,479.62
Common Threads Donation	53,310.75	0.00	0.00	15.39	53,326.14
Debt Service Series 2008	8,907.42	0.00	0.00	2.49	8,909.91
Capital Projects 2012A	2,986,849.68	0.00	265,121.96	823.05	2,722,550.77
Debt Service 2012A	1,493,344.15	0.00	0.00	431.08	1,493,775.23
Debt Service 2012B	236,990.54	0.00	0.00	68.41	237,058.95
Capital Projects 2014B	396.85	0.00	0.00	0.00	396.85
Debt Service 2014A	2,639,293.05	0.00	0.00	761.82	2,640,054.87
Debt Service 2014B	1,086,148.61	0.00	0.00	313.49	1,086,462.10
Debt Service 2013	200,725.78	0.00	0.00	57.92	200,783.70
Debt Service 2013A	485,393.27	0.00	0.00	140.11	485,533.38
Debt Service 2015	2,490,718.15	0.00	0.00	718.92	2,491,437.07
Capital Projects 2015	15,342,806.91	0.00	2,101,305.20	4,117.51	13,245,619.22
Debt Service 2016A	249,597.03	0.00	0.00	72.00	249,669.03

**Lone Star Investment Pool Government Overnight Fund**

Capital Projects Fund	5,028.42	0.00	0.00	1.41	5,029.83
Workers' Comp	721,935.79	0.00	0.00	202.93	722,138.72
Property Tax Fund	32,207.74	0.00	0.00	9.05	32,216.79
General Fund	2,591,750.83	0.00	0.00	728.52	2,592,479.35
Food Service Fund	90,626.03	0.00	0.00	25.47	90,651.50
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	701.68	0.00	0.00	0.20	701.88
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	384.64	0.00	0.00	0.11	384.75
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.95	0.00	0.00	0.01	42.96
Capital Projects 2014A	820,583.30	0.00	0.00	230.66	820,813.96
Capital Projects 2014B	17.04	0.00	0.00	0.00	17.04
Capital Projects 2015	26,664,943.87	0.00	0.00	7,495.28	26,672,439.15
Debt Service Series 2015	1,887,869.69	0.00	0.00	530.66	1,888,400.35

**MBIA Texas CLASS Fund**

General Account	15,395,174.56	0.00	0.00	7,736.33	15,402,910.89
Capital Project Series 1998	907.51	0.00	0.00	0.36	907.87
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	11,082,582.63	0.00	0.00	5,569.20	11,088,151.83
Capital Projects 2015	14,598,957.41	0.00	0.00	7,336.20	14,606,293.61
Debt Service 2015	945,029.31	0.00	0.00	474.90	945,504.21

**TEXSTAR**

Capital Projects Series 2007	743.84	0.00	0.00	0.27	744.11
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,370,108.53	0.00	16,829.00	423.03	1,353,702.56
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,704.99	0.00	0.00	0.58	1,705.57
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,516.91	0.00	0.00	1.44	4,518.35
Capital Projects 2014A	139.54	0.00	0.00	0.01	139.55
Capital Projects 2014B	188,048.81	0.00	0.00	58.52	188,107.33
Debt Service 2015	3,304,083.69	0.00	0.00	1,028.18	3,305,111.87
Capital Projects 2015	50,794,488.75	0.00	0.00	15,806.64	50,810,295.39

**TEXAS TERM/DAILY Fund**

Capital Projects Series 2007	1,006,757.48	0.00	0.00	369.03	1,007,126.51
Capital Projects Series 2008	140.99	0.00	0.00	0.05	141.04
Capital Projects Series 2012A	464,812.05	0.00	0.00	170.38	464,982.43
Capital Projects Series 2014A	11,293,303.34	0.00	1,784,397.50	3,738.54	9,512,644.38
Capital Projects Series 2014B	8,697,641.67	0.00	927,237.41	2,981.91	7,773,386.17
Debt Service 2015	1,888,758.61	0.00	0.00	692.34	1,889,450.95
Capital Projects 2015	29,177,833.42	0.00	0.00	10,695.36	29,188,528.78

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.34	\$38,323.34
LONE STAR ACCOUNT INTEREST	0.33	\$9,224.30
MBIA TEXAS CLASS ACCOUNT INTEREST	0.59	\$21,116.99
TEXSTAR ACCOUNT INTEREST	0.37	\$17,318.67
TEXAS TERM/DAILY ACCOUNT INTEREST	0.43	\$18,647.61
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$104,630.91</b>
<b>EARNINGS 9-01-15 THRU 4-30-16</b>		<b>\$557,175.49</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$661,806.40</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Williams Elementary is requesting a budget change to pay for teachers to attend Region 4 STAAR review training.

199-36	Co-curricular/Extra-curricular Activities	(275.00)
199-13	Instructional Staff Development	275.00

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The Fine Arts Department is requesting a budget change to pay for charter bus for student travel to Lincoln, Nebraska for Theater Nationals competition.

199-52	Security & Monitoring Services	(1,239.00)
199-36	Co-curricular/Extra-curricular Activities	1,239.00

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Secondary Education is requesting a budget change to move High School Allotment funds for summer staff development to train teachers to teach The Princeton Review course.

199-11	Classroom Instruction	(15,000.00)
199-13	Instructional Staff Development	15,000.00

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The Special Education Department is requesting a budget change to purchase instructional materials.

199-31	Guidance and Counseling	(6,043.00)
199-11	Classroom Instruction	6,043.00

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The Technology Department is requesting a budget change to purchase a server to assist with the implementation of SB507 (Special Education Classroom Cameras).

199-11	Classroom Instruction	(26,000.00)
199-52	Security & Monitoring Services	(14,000.00)
199-53	Data Processing Services	40,000.00

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The Business Office is requesting a budget change to pay for wireless services (cellphone and hot spot). This is a consolidated budget change as requested by multiple campuses and departments to reallocate funds for these services. Included are: Briscoe Jr. High, Travis Elementary, Polly Ryon Middle School, Terry High School, and the Special Education Department.

199-23	School Leadership	(1,456.00)
199-31	Guidance and Counseling	(3,765.00)
199-51	Plant Maintenance & Operations	5,221.00

**CONSIDER APPROVAL OF PURCHASE OF AQUAPONICS, HYDROPONICS, AND  
AEROPONICS EQUIPMENT, SUPPLIES AND RELATED ITEMS**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded to the proposal for aquaponics, hydroponics, and aeroponics equipment, supplies and related items for the District.

**IMPACT/RATIONALE:**

Purchases shall be made for various innovative farming programs by participating campuses or departments. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031 and new federal compliance procurement guidelines as per the Education Department General Administrative Regulations (EDGAR).

**PROGRAM DESCRIPTION:**

RFP #21-2016LN requested vendors supply discounted catalog percentages, shipping costs, web catalog addresses and ordering specifics to Lamar CISD for the following categories:

- Aquaponics Supply & Equipment
- Hydroponics Supply & Equipment
- Aeroponics Supply & Equipment
- Live Specimens
- Nutrients
- Pest & Fungus Controls

Vendors will be utilized for diverse instructional needs across the district. This bid will be awarded for one year with four automatic renewal year options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual term.

The procurement of aquaponics, hydroponics and aeroponics equipment, supplies and related items shall commence upon board approval. Purchases will be requested by individual campuses or district groups utilizing local and federal funds.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**RFP #21-2016LN  
AQUAPONICS, HYDROPONICS, & AEROPONICS EQUIPMENT, SUPPLIES  
AND RELATED ITEMS**

1. Growers Supply (Engineering Services & Products Co.)
2. Hydroponic Nation
3. Juice Plus Company
4. Natural Order Supply
5. Sivat Services
6. Stuppy Inc

**CONSIDER APPROVAL OF PURCHASE OF CHARTER BUS SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded to the proposal for charter bus services for the District.

**IMPACT/RATIONALE:**

This process will establish an annual contract for charter bus transportation services for field trips, band, orchestra, athletics, and other District approved activities as requested. Awarding to all vendors provides planning flexibility when charter services may incorporate limited availability dates.

**PROGRAM DESCRIPTION:**

RFP #23-2016LN requested vendors to submit trip prices, safety profiles, fleet availability, bus tracking capabilities and insurance specific to Lamar CISD. Athletics, Fine Arts and Transportation Departments worked with the Purchasing Department on bid specifications and award recommendations.

All vendors' safety records have been reviewed by Transportation and Purchasing Department staff. Safety records were obtained through the Federal Motor Carrier Safety Administration's (FMCSA) Safety Measurement System (SMS) website.

This bid will be awarded as an annual contract with the option of renewal for four additional one year periods, provided that LCISD and the approved vendors are in mutual agreement. The procurement of these services will commence upon board approval and as services are requested by individual campuses or district groups utilizing local and activity funds.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



**RFP #023-2016LN**  
**Charter Bus Services**

1. AAmbassador Limousine and Transportation Inc.
2. GBJ Inc. dba AFC Transportation
3. Corporate Service International Corp.
4. Kerrville Bus Lines/Coach USA
5. Sam's Limousine and Transportation, Inc.
6. Sierra Stage Coaches, Inc.
7. TOUR-RIFIC of TEXAS, Inc.
8. Western Motorcoach, Inc.

**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:**

George Bush Library donated \$2,500 for bus funding at Adolphus Elementary School.

George Ranch PTO donated \$17,350 to several departments at George Ranch High School.

Hubenak PTA donated \$11,580 of carnival proceeds for the library at Hubenak Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT WITH  
REGION 4 EDUCATIONAL SERVICE CENTER FOR FACILITIES MAINTENANCE  
AND OPERATION ADMINISTRATIVE MANAGEMENT SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve an interlocal agreement with Region 4 Education Service Center for facilities maintenance and operation administrative management services and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

On April 13, 2004, Lamar CISD entered into an agreement with Region 4 to provide facilities maintenance and operation administrative management services. This new two year interlocal agreement will have a monthly rate of \$17,917. Since 2004 the District has benefited with Region 4's guidance in reorganization efficiencies and energy reduction projects reducing annual utility budgets.

**PROGRAM DESCRIPTION:**

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

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## INTERLOCAL AGREEMENT

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

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

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

### **PREMISES**

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

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

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

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

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

### **AGREEMENT**

#### I. Purpose

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

## II. Term and Termination

### A. Term

This Agreement shall be effective as of September 01, 2016 (Effective Date”) and shall remain in effect for a twenty four (24) month period beginning on the effective date (“Term”).

### B. Termination

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

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

## III. Duties and Responsibilities

### A. Region 4 ESC

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

1. One professional “Director of Maintenance and Operations” responsible for:
  - a. Direction and leadership to the overall daily operations and management functions of LCISD’s M&O department as per LCISD’s stated and approved “Policies and Procedures”
  - b. Continuous Energy Management Program oversight and assist with the implementation and continued improvement of the LCISD’s Energy Administrative Regulation,
  - c. Assist in the annual budget preparation of the department
  - d. Provide weekly and monthly department status reports as requested by LCISD
  - e. Monitoring the M&O staff development and employee training program conducive to the districts M&O functions
  - f. Personnel Management
    - i. Provide a written reprimand for those actions requiring disciplinary action
    - ii. Approval of timesheets and absence from duty requests
    - iii. Conduct annual employee evaluations
    - iv. Continue to evaluate all current job descriptions, classifications, duties, work schedules, and assign and reassign employees as necessary
2. One professional “Assistant Director of Maintenance and Operations” responsible for:
  - a. Performing M&O coordination functions as directed by the Director of M&O
  - b. Creating, submitting, tracking, and documenting completion/non-completion of all construction and renovation Warranty Adjustments for the district.
  - c. Assisting with reviewing and prioritizing daily work requests as needed

- d. Performing all other duties as assigned by the Region 4 Director of Maintenance & Operations
3. Provide professional maintenance, operations, and design/construction sustainability commissioning consulting support as needed and requested.
4. Providing assistance, when requested by LCISD's Administrator of Operations, to the District's current and future "Capital Improvement Bond Construction Programs" and coordinate/facilitate all design phase plan reviews with district M&O trade specialist representing the district's M&O interest
5. Work with the purchasing department to produce quality Requests For Proposals (RFP) that will provide quality service, materials, and supplies needed by the maintenance and operations department
6. Assist in the review of construction documents and plans for new construction and renovation projects and provide feedback and recommendations from a maintenance and operations viewpoint.
7. Study, evaluate, and provide recommendations for the use of department FTE's to prepare the department for future growth.
8. Attend construction/renovation design and review meetings as a liaison for the Maintenance and Operations Department.
9. Assist in coordinating the owner training required to be provided by the general contractor for maintenance and operations functions at the end of each project.
10. Provide contract administration for the contracts held by the maintenance and operations department.
11. Provide environmental training in the areas of asbestos and hazardous communications as needed

#### B. Lamar CISD Duties and Responsibilities

Pursuant to this Agreement, LCISD will provide the following:

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

#### IV. Fees and Expenses

1. The annual fee for Region 4 ESC's services is Two Hundred Fifteen Thousand and Four Dollars (\$215,004.00).
2. Payment will be billed to LCISD based on a monthly draw schedule in equal payments of Seventeen Thousand Nine Hundred Seventeen Dollars (\$17,917) per month for the duration of this agreement.
3. LCISD will reimburse Region 4 ESC for, district approved, travel and lodging expenses (actual) for out-of-district functions attended by the Director and Assistant Director of Maintenance and Operations.
4. Future increases will be determined by the previous year's Consumer Price Index (CPI) and agreed upon by both parties.

## V. Miscellaneous Provisions

### A. Liability

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

### B. Immunity as a Defense

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

### C. Notices

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

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

REGION 4 ESC: Region 4 Education Service Center  
7145 West Tidwell  
Houston, Texas 77092-2096  
(713) 744-6835 Phone  
(713) 744-2777 Fax  
Attn: Robert Zingelmann, Chief Financial Officer

### D. Relationship

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

E. Jurisdiction/Venue

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

F. Assignment

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

G. Severability

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

H. Agreement

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

I. Warranty

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

*This space intentionally left blank.*



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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REGION 4 EDUCATION SERVICE CENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF PROJECT AUTHORIZATIONS AND THE DELIVERY  
METHOD FOR REPLACEMENT CHILLERS AND HUGGINS ELEMENTARY  
SCHOOL DRIVEWAY IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve the procurement method and authorize the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for replacement chillers and Huggins Elementary School driveway improvements.

**IMPACT/RATIONAL:**

The replacement chillers and Huggins Elementary School driveway improvements will be funded from surplus funds from the 2011 Bond Program.

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 replacement chillers and Huggins Elementary driveway improvements.

**PROGRAM DESCRIPTION:**

The replacement chillers will be replaced at 6 schools including Wessendorff Middle, Travis Elementary, Frost Elementary, Huggins Elementary, ALC, and Seguin ECC with a projected budget of \$1,200,000.

The Huggins Elementary School driveway improvements will include extended parent drop off lanes and additional parking with a projected budget of \$700,000.

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

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**EVALUATION CRITERIA FOR CONSTRUCTION PROPOSALS  
REVISED APRIL 2016**

Proposals shall be evaluated using the evaluation criteria listed below.

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase price</b> – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20
2	<b>Reputation of the vendor and of the vendor’s goods or services</b> – Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	15
3	<b>Quality of the vendor’s goods or services</b> – Overall assessment of vendor’s services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	10
4	<b>Extent to which the goods or services meet the district’s needs</b> Assessment of Submitted Project Plan and Schedules	15
5	<b>Vendor’s past relationship with the district</b> 5- Good business with Lamar CISD, staff recommends use again 3- Good business with no documented issue <b>OR</b> never performed business with Lamar CISD but has experience with other school districts or government entities. 1- Past performance was documented as being poor.	5
6	<b>Proposed Team offers experience and knowledge base to the project</b> <ul style="list-style-type: none"> <li>• Resume submission of team</li> <li>• Organizational chart of team working on Lamar CISD project</li> </ul>	15
7	<b>Ability to service our accounts with proper staff and insurance requirements</b> – Provide proof of proper insurance as defined in this proposal including the percentage of bonding coverage with the inclusion of this contract.	10
8	<b>Safety Record</b> Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below. 8 - EMR of .50 or less 6 - EMR 0.51-0.85 4 - EMR 0.86-0.99 2 - EMR greater than 1.0  2 additional points awarded when vendor submits an electronic or paper copy of their company safety program or handbook.	10
9	TOTAL	100 POINTS

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES  
FOR THE BAND HALL EXPANSION AT LAMAR CONSOLIDATED HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Kelly R. Kaluza & Associates, Inc. for professional surveying services for the band hall expansion at Lamar Consolidated High School in the amount of \$4,330 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Professional surveying services will include survey of existing grading, existing structures and underground utilities. This work is crucial in the design and construction for the band hall expansion at Lamar Consolidated High School.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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

June 3, 2016

Mr. Kevin McKeever  
Lamar C.I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**RE: Surveying Proposal for Lamar Consolidated Independent School District Band Hall Addition Partial Topographic Survey for Lamar Consolidated High School Site, City of Rosenberg, Fort Bend County, Texas**

Dear Mr. McKeever:

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

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

**Scope of Work**

- I. Lamar Consolidated High School Band Hall Addition Partial Topographic Survey**  
Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements within 100' of proposed improvements; Obtain elevations and cross-section of existing drainage swales and paved areas adjoining the building addition areas; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**I. Estimated Fee for Lamar Consolidated  
Band Hall Partial Topographic Work = \$ 4,330.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

Mr. Kevin McKeever  
Lamar C.I.S.D.  
June 3, 2016  
Page Two (2)

The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect's requirements and scheduling.

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

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

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

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



Llarance L. Turner, R.P.L.S.

President

LLT/lao

Attachment

Accepted - Title

Date

**Exhibit "A"**

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**  
Effective June, 2013

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

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

**ENGINEERING, SURVEYING, AND DRAFTING**

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

**ADDITIONAL EXPENSES**

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

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

**KELLY R. KALUZA & ASSOCIATES, INC.**  
*Consulting Engineers & Surveyors*  
**Engineering Firm No. F-1339 Surveying Firm No. 10010000**  
**3014 Avenue I, Rosenberg, Texas 77471**  
**Phone: (281) 341-0808**  
**Fax: (281) 341-6333**

*Rates Subject to Change*

06/13

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES  
FOR THE BAND HALL EXPANSION AT TERRY HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Kelly R. Kaluza & Associates, Inc. for professional surveying services for the band hall expansion at Terry High School in the amount of \$4,560 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Professional surveying services will include survey of existing grading, existing structures and underground utilities. This work is crucial in the design and construction for the band hall expansion at Terry High School.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



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

June 3, 2016

Mr. Kevin McKeever  
Lamar C.I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**RE: Surveying Proposal for Lamar Consolidated Independent School District Band Hall Addition Partial Topographic Survey for Terry High School, City of Rosenberg, Fort Bend County, Texas**

Dear Mr. McKeever:

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

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

**Scope of Work**

**I. Terry High School Band Hall Addition Partial Topographic Survey**

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements within 100' of proposed improvements; Obtain elevations and cross-section of existing drainage swales and paved areas adjoining the building addition areas; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Estimated Fee for Terry Band Hall  
Topographic Work = \$ 4,560.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

Mr. Kevin McKeever  
Lamar C.I.S.D.  
June 3, 2016  
Page Two (2)

The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect's requirements and scheduling.

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

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

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

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.

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

LLT/lao

Attachment

Accepted - Title

Date

**Exhibit "A"**

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**  
Effective June, 2013

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

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

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Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
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Designer.....	\$ 80.00/Hour
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Contract Coordinator.....	\$ 65.00/Hour
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Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

**ADDITIONAL EXPENSES**

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

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

**KELLY R. KALUZA & ASSOCIATES, INC.**  
*Consulting Engineers & Surveyors*  
**Engineering Firm No. F-1339 Surveying Firm No. 10010000**  
**3014 Avenue I, Rosenberg, Texas 77471**  
**Phone: (281) 341-0808**  
**Fax: (281) 341-6333**

*Rates Subject to Change*

06/13

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE  
BAND HALL EXPANSION AT LAMAR CONSOLIDATED HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the band hall expansion at Lamar Consolidated High School in the amount of \$2,500 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the band hall expansion at Lamar Consolidated High School.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

May 24, 2016

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

Attn: Mr. Kevin McKeever  
 Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services  
 Lamar Consolidated High School - Band Hall Additions  
 4606 Mustang Avenue  
 Rosenberg, Texas  
 Terracon Document No. P92165313

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

**1.0 PROJECT INFORMATION**

Item	Description
<b>Site location</b>	The project site is within the existing Lamar Consolidated High School (HS) campus located at 4606 Mustang Avenue in Rosenberg, Texas.
<b>Existing conditions</b>	The project site is located at the northeast corner of the existing building and adjacent to the existing band hall. The site appears to be covered with asphaltic concrete pavement at the time of this proposal.
<b>Proposed improvements</b>	A single-story band hall addition located adjacent to the eastern or northern side of the existing building with a footprint area of about 1,500 square feet.
<b>Building construction (assumed)</b>	Steel-frame construction with a grade-supported floor slab.
<b>Planned foundation system (assumed)</b>	Drilled-and-underreamed footings.
<b>Finished floor elevation (assumed)</b>	Within about one to two feet above existing grade and match the finished floor elevation of the existing building.

**Cost Estimate for Geotechnical Engineering Services**

Lamar Consolidated High School - Band Hall Additions ■ Rosenberg, Texas

May 24, 2016 ■ Terracon Proposal No. P92165313

Page 2



Item	Description
<i>Continued from page 1.</i>	
<b>Maximum structural loads (assumed)</b>	■ <b>Column loads:</b> 100 to 150 kips. ■ <b>Floor slab pressure:</b> 125 pounds per square foot.

In addition, a final site plan showing the layout and footprint of the proposed band hall addition was not available at the time of this proposal. Once this information becomes available, Terracon should be provided with a copy of the site plan to review the appropriateness of our scope of services.

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

**2.0 SCOPE OF SERVICES**

A brief summary of the services to be provided by Terracon is summarized in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling two test borings to a depth of 20 feet in accessible areas of the proposed building addition.

The borings will be located in the field using hand measuring equipment and estimating angles and distances from existing site features as shown on the drawing provided to us. Therefore, the layout of the borings and test locations will be approximate. Boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. The existing asphaltic concrete pavement will be augered and removed at the proposed boring locations in order to help access the underlying subgrade. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings and patched at the surface with asphaltic concrete upon completion of drilling.

We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

## Cost Estimate for Geotechnical Engineering Services

Lamar Consolidated High School - Band Hall Additions ■ Rosenberg, Texas

May 24, 2016 ■ Terracon Proposal No. P92165313

Page 3



Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

We will take reasonable measures to minimize damage to any landscaped or flatwork areas during our field program. However, restoration from any damage that occurs is not part of this scope of services.

Laboratory Testing. The sample classifications will be reviewed and laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, sieve analyses, and compressive strength tests.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Foundation design and construction.

Schedule. We can initiate our field operations within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our engineering report in about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### 3.0 COMPENSATION

For the scope of services outlined in this proposal, which includes a total drilled footage of 40 feet, we estimate a cost of \$2,500. The cost of our services will not exceed this amount without prior approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation

**Cost Estimate for Geotechnical Engineering Services**

Lamar Consolidated High School - Band Hall Additions ■ Rosenberg, Texas

May 24, 2016 ■ Terracon Proposal No. P92165313

Page 4



services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

**4.0 AUTHORIZATION**

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our “Agreement for Services.” If you agree to the conditions set forth in this proposal, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this proposal, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

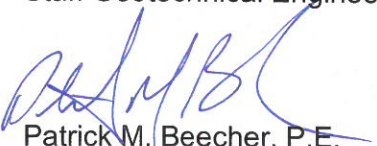
Sincerely,

**Terracon Consultants, Inc.**

(Texas Firm Registration No. F-3272)

  
Rainey D. Perkins, E.I.T.  
Staff Geotechnical Engineer

  
Andrew J. Muras, P.E.  
Project Engineer

  
Patrick M. Beecher, P.E.  
Geotechnical Services Manager

Attachment: Agreement for Services



**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar Consolidated High School - Band Hall Additions project ("Project"), as described in the Project Information section of Consultant's Proposal dated 5/24/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

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

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **5/24/2016**  
 Name/Title: **Andrew J Muras / Project Engineer**  
 Address: **11555 Clay Rd Ste 100**  
**Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School District**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Reference Number: P92165313

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE  
BAND HALL EXPANSION AT TERRY HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the band hall expansion at Terry High School in the amount of \$2,750 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the band hall expansion at Terry High School.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

May 25, 2016

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

Attn: Mr. Kevin McKeever  
 Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services  
 B F Terry High School - Band Hall Addition  
 5500 Avenue North  
 Rosenberg, Texas  
 Terracon Document No. P92165322

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

## 1.0 PROJECT INFORMATION

Item	Description
<b>Site location</b>	The project site is within the existing B F Terry High School (HS) campus located at 5500 Avenue North in Rosenberg, Texas.
<b>Existing conditions</b>	Based on available aerial photographs, the project site is covered with grass and weeds and located on the southeast side of the existing building and adjacent to the existing band hall portion of the building. The site is adjacent to an existing one to 2-story building and associated pavements at the time of this proposal.
<b>Proposed improvements</b>	A single-story band hall addition with a footprint area of about 1,500 square feet located on the southeastern side of the existing building.
<b>Building construction (assumed)</b>	Steel-frame construction with a grade-supported floor slab.
<b>Planned foundation system (assumed)</b>	Drilled-and-underreamed footings.
<b>Finished floor elevation (assumed)</b>	Within about one to two feet above existing grade and match the finished floor elevation of the existing building.

Item	Description
<u>Continued from page 1.</u>	
Maximum structural loads (assumed)	<ul style="list-style-type: none"> <li>■ <b>Column loads:</b> 100 to 150 kips.</li> <li>■ <b>Floor slab pressure:</b> 125 pounds per square foot.</li> </ul>

In addition, a final site plan showing the layout and footprint of the proposed band hall addition was not available at the time of this proposal. Once this information becomes available, Terracon should be provided with a copy of the site plan to review the appropriateness of our scope of services.

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

**2.0 SCOPE OF SERVICES**

A brief summary of the services to be provided by Terracon is summarized in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling two test borings to a depth of 20 feet in accessible areas of the proposed building addition area. The total drilled footage is planned to be 40 feet.

The borings will be located in the field using hand measuring equipment and estimating angles and distances from existing site features as shown on the drawing provided to us. Therefore, the layout of the borings and test locations will be approximate. Boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon’s in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling and plugged at the surface with a concrete cylinder (where applicable).

We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

We will take reasonable measures to minimize damage to any landscaped or flatwork areas during our field program. However, restoration from any damage that occurs is not part of this scope of services.

Laboratory Testing. The sample classifications will be reviewed and laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, sieve analyses, and compressive strength tests.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Foundation design and construction.

Schedule. We can initiate our field operations within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our engineering report in about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### **3.0 COMPENSATION**

For the scope of services outlined in this proposal, which includes a total drilled footage of 40 feet, we estimate a cost of \$2,500. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment to access the proposed boring location, we estimate an additional cost of \$250. The total cost for our scope of services would then be \$2,750. The cost of our services will not exceed these amounts without prior approval of the client. In addition, we understand the field program for this scope is planned to be performed on the same day as the field program associated with Terracon Proposal No. P92165314.Revision1, dated May 25, 2016.

## Cost Estimate for Geotechnical Engineering Services

B F Terry High School - Band Hall Addition ■ Rosenberg, Texas

May 25, 2016 ■ Terracon Proposal No. P92165322

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Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

### 4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our "Supplement to Agreement for Services." If you agree to the conditions set forth in this proposal, please sign and return a copy of the accompanying Supplement to Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this proposal, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

**Terracon Consultants, Inc.**

(Texas Firm Registration No. F-3272)



Rainey D. Perkins, E.I.T.  
Staff Geotechnical Engineer



Andrew J. Muras, P.E.  
Project Engineer



Patrick M. Beecher, P.E.  
Geotechnical Services Manager

Attachment: Supplement to Agreement for Services



## 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 05/25/2016, Agreement reference number P92165314.Revision1) is between Lamar Consolidated Independent School District ("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).

Geotechnical Engineering Services  
See Terracon Proposal No. P92165322, dated May 25, 2016.

- 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).

See Terracon Proposal No. P92165322, dated May 25, 2016.

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: *Andrew Muras* Date: **5/25/2016**

Name/Title: **Andrew J Muras / Project Engineer**

Address: **11555 Clay Rd Ste 100  
Houston, TX 77043-1239**

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School  
District**

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

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE  
TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the Terry High School baseball complex renovations in the amount of \$4,950 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Terry High School baseball complex renovations.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

May 25, 2016

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

Attn: Mr. Kevin McKeever  
 Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services  
 B F Terry HS - Baseball and Softball Field Improvements  
 5500 Avenue North  
 Rosenberg, Texas  
 Terracon Document No. P92165314.Revision1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

## 1.0 PROJECT INFORMATION

Item	Description
<b>Site location</b>	The project site is within the existing B F Terry High School (HS) campus located at 5500 Avenue North in Rosenberg, Texas.
<b>Existing conditions</b>	Based on available aerial photographs, the project site is located on the southwestern portion of the school campus. The site includes a ticket booth, fences, bleachers, light poles, grass, scattered trees, and asphaltic concrete at the time of this proposal.
<b>Proposed improvements</b>	<ul style="list-style-type: none"> <li>■ New ticket booth, concession booth, and restroom building located in the southern portion of the existing baseball and softball complex.</li> <li>■ New light poles surrounding the baseball and softball field area.</li> </ul>
<b>Building construction (assumed)</b>	Steel-frame construction with a grade-supported floor slab.

**Cost Estimate for Geotechnical Engineering Services**

B F Terry HS - Baseball and Softball Field Improvements ■ Rosenberg, Texas  
May 25, 2016 ■ Terracon Proposal No. P92165314.Revision1  
Page 2



Item	Description
<u>Continued from page 1.</u>	
Planned foundation system (assumed)	<ul style="list-style-type: none"> <li>■ <b>Ticket booth, concession booth, and restroom building:</b> Either drilled-and-underreamed footings or conventionally-reinforced, monolithically-poured slab-on-grade foundation.</li> <li>■ <b>Light poles:</b> Drilled, straight-shafts.</li> </ul>
Finished floor elevation (assumed)	Within about one to two feet above existing grade.
Maximum structural loads (assumed)	<ul style="list-style-type: none"> <li>■ <b>Column loads:</b> 100 to 150 kips.</li> <li>■ <b>Floor slab pressure:</b> 125 pounds per square foot.</li> </ul>

In addition, a site plan showing the layout and footprint of the proposed new ticket booth, concession booth, and restroom building were not available at the time of this proposal. Once this information becomes available, Terracon should be provided with a copy of the site plan to review the appropriateness of our scope of services.

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

**2.0 SCOPE OF SERVICES**

A brief summary of the services to be provided by Terracon is summarized in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling six test borings to a depth of 30 feet in the area of the proposed ticket booth, concession booth, restroom building, and light pole areas. The total drilled footage is planned to be 180 feet.

The borings will be located in the field using hand measuring equipment and estimating angles and distances from existing site features as shown on the drawing provided to us. Therefore, the layout of the borings and test locations will be approximate. Boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon’s in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling and plugged at the surface with a concrete cylinder (where applicable).

## Cost Estimate for Geotechnical Engineering Services

B F Terry HS - Baseball and Softball Field Improvements ■ Rosenberg, Texas

May 25, 2016 ■ Terracon Proposal No. P92165314.Revision1

Page 3



We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

We will take reasonable measures to minimize damage to any landscaped or flatwork areas during our field program. However, restoration from any damage that occurs is not part of this scope of services.

Laboratory Testing. The sample classifications will be reviewed and laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, sieve analyses, and compressive strength tests.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Foundation design and construction.

Schedule. We can initiate our field operations within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our engineering report in about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

## Cost Estimate for Geotechnical Engineering Services

B F Terry HS - Baseball and Softball Field Improvements ■ Rosenberg, Texas

May 25, 2016 ■ Terracon Proposal No. P92165314.Revision1

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### 3.0 COMPENSATION

For the scope of services outlined in this proposal, which includes a total drilled footage of 180 feet, we estimate a cost of \$4,700. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment to access the proposed boring location, we estimate an additional cost of \$250. The total cost for our scope of services would then be \$4,950. The cost of our services will not exceed these amounts without prior approval of the client. In addition, we understand the field program for this scope is planned to be performed on the same day as the field program associated with Terracon Proposal No. P92165322, dated May 25, 2016.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

### 4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this proposal, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this proposal, please feel free to contact us.

**Cost Estimate for Geotechnical Engineering Services**

B F Terry HS - Baseball and Softball Field Improvements ■ Rosenberg, Texas

May 25, 2016 ■ Terracon Proposal No. P92165314.Revision1

Page 5





We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

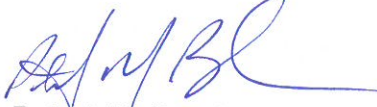
Sincerely,

**Terracon Consultants, Inc.**

(Texas Firm Registration No. F-3272)

  
Rainey D. Perkins, E.I.T.  
Staff Geotechnical Engineer

  
Andrew J. Muras, P.E.  
Project Engineer

  
Patrick M. Beecher, P.E.  
Geotechnical Services Manager

Attachment:                    Agreement for Services

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the B F Terry HS - Baseball and Softball Field Improvements project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/25/2016 ("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 and the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)



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

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

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **5/25/2016**  
 Name/Title: **Andrew J Muras / Project Engineer**  
 Address: **11555 Clay Rd Ste 100**  
**Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School District**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Reference Number: P92165314.Revision1

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES  
FOR THE TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve Kelly R. Kaluza & Associates, Inc. for professional surveying services for the Terry High School baseball complex renovations in the amount of \$7,880 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Professional surveying services will include survey of existing grading, existing structures and underground utilities. This work is crucial in the design and construction for the Terry High School Baseball Complex renovations.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**KELLY R. KALUZA & ASSOCIATES, INC.**

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

May 23, 2016

Mr. Kevin McKeever  
Lamar C.I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**RE: Surveying Proposal for Terry Baseball and Softball Field Topographic Survey, City of Rosenberg, Fort Bend County, Texas**

Dear Mr. McKeever:

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

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

**Scope of Work**

**I. Terry Baseball and Softball Field Topographic Survey**

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements within 100' of proposed improvements; Obtain elevations and cross-section of existing drainage swales and paved areas adjoining the building addition areas; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Estimated Fee for Terry Baseball &  
Softball Field Topographic Work = \$ 7,880.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect's requirements and scheduling.

Mr. Kevin McKeever  
Lamar C.I.S.D.  
May 23, 2016  
Page Two (2)

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

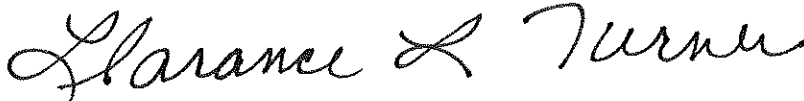
Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional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

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

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



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

LLT/lao

Attachment

\_\_\_\_\_  
Accepted - Title

\_\_\_\_\_  
Date

*Exhibit "A"*

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**

Effective June, 2013

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

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

**ENGINEERING, SURVEYING, AND DRAFTING**

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

**ADDITIONAL EXPENSES**

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

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

**KELLY R. KALUZA & ASSOCIATES, INC.**  
*Consulting Engineers & Surveyors*  
Engineering Firm No. F-1339 Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
Phone: (281) 341-0808  
Fax: (281) 341-6333

*Rates Subject to Change*

06/13

**CONSIDER APPROVAL OF EXTERIOR CAULKING REPAIRS  
FOR PINK ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve M. Dumas Painting, L.L.C. for the exterior caulking repairs at Pink Elementary School in the amount of \$31,568.

**IMPACT/RATIONAL:**

The exterior caulking repairs are recommended by the architects and must be contracted directly. Replacement of the exterior caulking protects the building construction from weather damage and is part of the scope to stabilize the building movement.

**PROGRAM DESCRIPTION:**

These funds were allocated within the 2014 Bond Budget. M. Dumas Painting, L.L.C. is a current vendor for Lamar CISD, Bid Reference #04-2015ML. Upon approval M. Dumas Painting, L.L.C. will begin the exterior caulking repairs to Pink Elementary.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Proposal & Form 1295 for Pink Elementary

M.Dumas Painting <dumasmt@gmail.com>

Wed 5/25/2016 2:41 PM

To:Dustin Fredrickson <dustin.fredrickson@vanir-ricewardner.com>;

Cc:Robbie Hausler - Vanir <robbie.hausler@vanir-ricewardner.com>;

 1 attachment

Certificate of Interested Parties.pdf;

We are pleased to offer the following proposal for painting services at Pink Elementary in Richmond: (Form 1295 is attached)

### Job 1: Exterior Control Joints (Labor & Materials)

1. Remove existing failed sealants at exterior brick masonry control joints (1250 LF) and replace with new backer rod and BASF Urethane Sealant, installed as per manufacturers recommendations.

Note: Proposal does not include brick and stucco repairs or any caulking at stucco and window frames.

Cost-\$12,123.00

no sales tax included-tax exempt

### Job 2: Exterior Windows & Door Frames (Labor & Materials)

1. Remove existing failed sealants at exterior window frame and door frame perimeters (2,117 LF) and replace with new backer rod and BASF Urethane Sealant, installed as per manufacturers recommendations.

Note: Proposal does not include brick and stucco repairs or any caulking at stucco joints and control joints.

Cost-\$19,445.00

no sales tax included-tax exempt

Mark Dumas  
M. Dumas Painting L.L.C.  
832-419-3209

**CONSIDER APPROVAL OF ROOF REPAIRS  
FOR PINK ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Restoration Services, Inc. for the roof repairs at Pink Elementary School in the amount of \$750 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

The roof repairs are recommended by the architects and must be contracted directly. The work will repair a portion of the roof near the school entry that is allowing rain water to enter the building and is part of the scope to stabilize the building movement.

**PROGRAM DESCRIPTION:**

These funds were allocated within the 2014 Bond Budget. Restoration Services, Inc. is a current vendor for Lamar CISD.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent





**RESTORATION SERVICES INC.**

9810 FAIRBANKS NORTH HOUSTON RD. • HOUSTON, TEXAS 77064 • P. O. BOX 41069 • HOUSTON, TEXAS 77241-1069 • (281) 890-1880  
FAX (281) 890-8581

Date: **JUNE 7, 2016**

PROPOSAL/CONTRACT

**16-438**

To: **Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, TX 77471**

Project: **PINK ELEMENTARY SCHOOL**

Location:

Architect:

With reference to the subject project, we propose to furnish labor and materials to install the following:

**SCOPE OF WORK**

**Fabricate and install a sheet metal flashing at Pink Elementary School that is currently leaking.**

**PROPOSAL AMOUNT: \$ 750.00**

This quotation is effective for a period of 30 days from date.

Please sign and return copy for our files if to be used as Contract for our services.

ACCEPTED:

RESTORATION SERVICES INC.

By *Don Wisnoskie*

Date June 7, 2016

For \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT FOR THE  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO.6**

**RECOMMENDATION:**

That the Board of Trustees approve the temporary construction easement for the Fort Bend County Levee Improvement District No. 6 and authorize the Board President to execute the agreement.

**IMPACT RATIONALE:**

The Fort Bend County Levee Improvement District No. 6 is working with Castillo Engineering and has requested a temporary 15 foot access easement in order to make sure the drainage between the Lamar CISD site and the new future development site continues to flow correctly into the drainage system. This will allow the developer to make the transition between the two sites.

**PROGRAM DESCRIPTION:**

Upon approval The Fort Bend County Levee Improvement District No. 6 can provide the correct transition between the Hutchison Elementary site and the new development.

Submitted by:           Kevin McKeever, Administrator for Operations

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**TEMPORARY CONSTRUCTION EASEMENT  
(0.408 Acre)**

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

THE STATE OF TEXAS           §  
  §                                   **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF FORT BEND       §

THAT LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a temporary construction easement and right-of-way (the "Temporary Construction Easement") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.408 acre, as more particularly described and shown in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Temporary Construction Easement Tract").

Grantee intends to place, transfer, and shift fill direct upon the Temporary Construction Easement Tract and/or Grantor's other property located adjacent to the Temporary Construction Easement Tract (the "Project"). Grantee may construct, install, maintain, repair, relocate, replace, remove, modify and operate equipment and materials as is necessary on the Temporary Construction Easement Tract in order to complete the Project, and may enter upon the Temporary Construction Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, vegetation, and other improvements from within the Temporary Construction Easement Tract and the right to bring and operate such equipment thereupon as may be necessary, requisite, convenient or appropriate to effectuate the purposes for which the Temporary Construction Easement is granted. Grantee will, at all times after doing any work in connection with the Temporary Construction Easement, restore surface of the Temporary Construction Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to

replace or restore any trees, growth, shrubbery or other improvements removed from within the Temporary Construction Easement Tract in connection with the Project work.

The Temporary Construction Easement shall terminate and shall automatically revert to Grantor without the necessity of Grantor's taking any action sixty (60) days after the completion of the Project and acceptance of the Project by Grantee's Board of Directors.

Grantor reserves all oil, gas, and other minerals in, on, or under the Temporary Construction Easement Tract, but waives all rights to use the surface of the Temporary Construction Easement Tract for, and all rights of ingress and egress, for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract develop oil, gas, or other minerals from and under the Temporary Construction Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Temporary Construction Easement Tract or Grantee's use of the Temporary Construction Easement for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Temporary Construction Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent that the same are in effect and validly enforceable against the Temporary Construction Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the District's exercise of its rights in the Temporary Construction Easement for the purposes set forth herein.

Except for the express written terms and provisions set forth in this Temporary Construction Easement, Grantor acknowledges and agrees that neither Grantee, nor any of its agents or representatives, has made any representations, agreements, inducements or statements to Grantor to induce Grantor into granting this Temporary Construction Easement or executing this Temporary Construction Easement. This Temporary Construction Easement constitutes the entire agreement between Grantor and Grantee, and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Temporary Construction Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress,

egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Temporary Construction Easement, right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. Accordingly, should fee simple title to the Temporary Construction Easement Tract be sold, granted, or conveyed at any time subsequent to the date of this instrument, then any subsequent fee simple title owner of the Temporary Construction Easement Tract shall acquire all the rights, duties, and obligations of Grantor hereunder, and the reversion of the Temporary Construction Easement shall be to the owner of the fee simple title at the time of such reversion.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Temporary Construction Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this Temporary Construction Easement shall be construed as a waiver of the performance in any other instance.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

*[Signature pages follow this page]*

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                                     §  
   §  
COUNTY OF \_\_\_\_\_                           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said school district and political subdivision.

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

(PLACE NOTARY SEAL ABOVE)

Executed by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED and EFFECTIVE as of the effective date written above.

**GRANTEE:**

**FORT BEND COUNTY LEVEE  
IMPROVEMENT DISTRICT NO. 6**

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

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

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

**ATTEST:**

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

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

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

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, of the Board of Directors of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6, a political subdivision of the State of Texas, on behalf of said political subdivision.

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

(PLACE NOTARY SEAL ABOVE)

**Attachment:**

Exhibit A – Description and Sketch of Temporary Construction Easement Tract

**AFTER RECORDING, please return to:**

Jeanette Harris

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027



EXHIBIT A

Page 1 of 2 Pages

County: Fort Bend  
Project: Veranda  
C.I. No.: 1174-16  
Job Number: 2016-100-109

**FIELD NOTES FOR 0.408 ACRES**

Being a 0.408 acre tract of land located in the Jane H. Long Survey, A-55, in Fort Bend County, Texas; said 0.408 acre tract being out of called 15.00 acre tract of land recorded in Clerk's File Number 2000107615 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.408 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone and referenced to the north line of a called 251.84 acre tract of land recorded in Clerk's File Number 2015128843 of the O.R.F.B.C.):

**Beginning** at a 5/8-inch iron rod found at the common north corner of said 15.00 acre tract and said 251.84 acre tract, same being on the south Right-of-Way (R.O.W.) line of Williams Way Boulevard as recorded in Clerk's File Number 2004134394 of the O.R.F.B.C.;

1. Thence, with said south R.O.W. line, South 67 degrees 25 minutes 05 seconds East, a distance of 15.00 feet;
2. Thence, with a line 15-feet east of and parallel to the west line of said 15.00 acre tract, South 22 degrees 21 minutes 01 seconds West, a distance of 1,180.52 feet to the south line of said 15.00 acre tract;
3. Thence, with said south line, South 87 degrees 47 minutes 35 seconds West, a distance of 16.49 feet to the southwest corner of said 15.00 acre tract;
4. Thence, with the west line of said 15.00 acre tract, North 22 degrees 21 minutes 01 seconds East, a distance of 1,187.43 feet to the **Point of Beginning** and containing 0.408 acres of land.

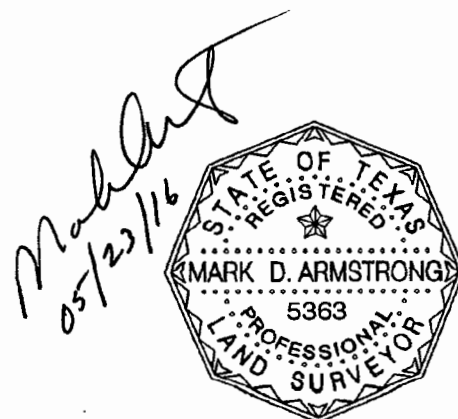
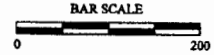


EXHIBIT A

PAGE 2 OF 2



WILLIAMS WAY BLVD.  
C.F. NO. 2004134394  
O.R.F.B.C.

POB

15'

0.408 ACRES

CALL 251.84 ACRES  
C.F. NO. 2015128843  
O.R.F.B.C.

CALL 15.00 ACRES  
LAMAR CONSOLIDATED I.S.D.  
C.F. NO. 2000107615  
O.R.F.B.C.

CALL 251.84 ACRES  
C.F. NO. 2015128843  
O.R.F.B.C.

**Costello**



Engineering and Surveying  
9990 Richmond Avenue, Suite 450 N  
Houston, Texas 77042  
(713) 783-7788 (713) 783-3580, Fax  
TBPE FIRM REG. No. 280  
TBPLS FIRM REG. No. 100486

EXHIBIT  
0.408 ACRES

JOB NO.: 2016-100-109

DATE: 05-23-16

EXHIBIT NO.:

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5/23/2016 3:01:25 PM

**CONSIDER APPROVAL OF HVAC CONTROLS UPGRADE**

**RECOMMENDATION:**

That the Board of Trustees approve Johnson Controls, Inc. for the HVAC controls upgrade in the amount of \$92,310 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

These upgrades are for the Johnson Controls Building Automation System (BAS) that are in the following schools: Alternative Learning Center, Beasley Elementary, Huggins Elementary, Lamar Consolidated High, Jane Long Elementary building #1, Meyer Elementary, Natatorium, Smith Elementary, Terry High and fieldhouse, Travis Elementary and Williams Elementary. These upgrades include physical server, hardware and software upgrades. The software for the controls is a 2005 version. Its operating system has not been updated since installation. Critical parts are now obsolete and cannot be purchased new or refurbished. This project is to be funded with 2011 Bond available funds.

**PROGRAM DESCRIPTION:**

The procurement method is an interlocal contract with TIPS-USA Purchasing Cooperative. (Contract # 1032615)

Upon approval Johnson Controls, Inc. will begin the process to install the HVAC controls upgrade.

Submitted by: Kevin McKeever, Administrator for Operations  
Aaron Morgan, Region 4

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**BID DATE:** 06/06/2016

**REVISION:** 7

**TO:** Paul Gutowsky

**PROJECT:** LCISD Metasys 7.x Upgrade

**NOTES:** PER JOHNSON CONTROLS TIPS CONTRACT # 1032615

## JOHNSON CONTROLS METASYS 7.X UPGRADE

### I PHYSICAL SERVER UPGRADE:

- **Installation of required Metasys software:**
  - Flash system to 7.x
  - Install New Graphic Generation Tool
- Create new equipment interaction relationship for each school inherent to Metasys 7
- **(3) Year Metasys Software Subscription**
  - Site subscription services ensure that the subscriber receives every minor and major Metasys release upgrade for 3 years after purchasing the site subscription. The upgrade software on media or disks is automatically sent to the customer when the next release is available.

#### Exclusion/Clarifications:

- **Physical Server to be provided by district**
- **Minimum Software to be provided on server by district:**
  - Operating System: Windows Server 2008 R2 Standard Edition with SP1
  - SQL Server: Microsoft SQL Server 2012 (64-bit) with SP1 (requires 2008 minimum)
  - Web Browser: Windows Internet Explorer version 10 (can use 8,9, or 10)
  - Antivirus Software: Symantec Endpoint Protection version 12.1 antivirus software
  - Software Components: System recovery media

### II JOHNSON CONTROLS METASYS 7.x HARDWARE & SOFTWARE UPGRADES:

**Smith Elementary** - Controls installed and wired per the following:

- Check network for devices offline.
- Replace existing NAE controller with new NAE controller with Metasys 7.x software installed.
- Convert databases
- Check network for status

**Lamar Consolidated High School** - Controls installed and wired per the following:

- Check network for devices offline
- Replace (1) existing NAE controller with new NAE controller with Metasys 7.x software installed.
- Convert databases
- Check network for status

### III JOHNSON CONTROLS METASYS 7.X SOFTWARE UPGRADES:

**Terry High School Field House & Natatorium**

- Check network for devices offline
- Upgrade software on NAE's from Metasys 4.1 to Metasys 7.x

- Convert databases
- Check network for status

**Beasley Elementary School**

- Check network for devices offline
- Upgrade software on NAE from Metasys 4.0 to Metasys 7.x
- Convert databases
- Check network for status

**Huggins Elementary School**

- Check network for devices offline
- Upgrade software on NAE from Metasys 4.0 to Metasys 7.x
- Convert databases
- Check network for status

**Jane Long Elementary School**

- Check network for devices offline
- Upgrade software on NAE & NCE from Metasys 4.0 to Metasys 7.x
- Convert databases
- Check network for status

**Meyer Elementary School**

- Check network for devices offline
- Upgrade software on NAE's from Metasys 4.1 to Metasys 7.x
- Convert databases
- Check network for status

**Travis Elementary School**

- Check network for devices offline
- Upgrade software on NAE from Metasys 4.1 to Metasys 7.x
- Convert databases
- Check network for status

**Williams Elementary School**

- Check network for devices offline
- Upgrade software on NAE & NCE from Metasys 4.1 to Metasys 7.x
- Convert databases
- Check network for status

**Alternative Learning Center**

- Check network for devices offline
- Upgrade software on NAE & NCE from Metasys 6.5 to Metasys 7.x
- Convert databases
- Check network for status



**PRICING:**

All pricing does not including any taxes, fees or storage. Price is valid for 30 days after quotation.

<b>NOC Server Software Upgrade</b> -----	<b>\$ <u>24,000.00</u></b>
<b>Lamar Consolidated High School</b> -----	<b>\$ <u>21,000.00</u></b>
<b>Smith Elementary</b> -----	<b>\$ <u>9,000.00</u></b>
<b>Terry High School, Field House &amp; Natatorium</b> -----	<b>\$ <u>5,500.00</u></b>
<b>Beasley Elementary</b> -----	<b>\$ <u>3,000.00</u></b>
<b>Huggins Elementary</b> -----	<b>\$ <u>5,500.00</u></b>
<b>Long Elementary Building #1</b> -----	<b>\$ <u>5,500.00</u></b>
<b>Meyer Elementary</b> -----	<b>\$ <u>5,500.00</u></b>
<b>Travis Elementary</b> -----	<b>\$ <u>3,000.00</u></b>
<b>Williams Elementary</b> -----	<b>\$ <u>5,500.00</u></b>
<b>Alternative Learning Center</b> -----	<b>\$ <u>3,000.00</u></b>
<b>PROJECT SUBTOTAL (INCLUDING 2% TIPS FEE)</b> -----	<b>\$ <u>92,310.00</u></b>

Thank you for the opportunity to be of service.

Respectfully,

HVAC Systems  
Johnson Controls, Inc.

This proposal is hereby accepted and Johnson Controls, Inc., is authorized to proceed with the work; subject to credit approval by Johnson Controls Corporate. Payment terms are Net 30 days.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

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

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

Johnson Controls, Inc.  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

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



## CONTROLS TERMS AND CONDITIONS

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



**Standard Terms and Conditions – U.S.A.**

**References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation**

- (1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.
- (2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.
- (3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.
- (4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.
- (5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.
- (6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer’s warranty, Seller will transfer the benefits of that manufacturer’s warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller’s specifications; or (vii) if Seller’s serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer’s discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller’s sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller’s property. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**
- (7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller’s instructions and at Seller’s expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller’s obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.**
- (8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds (“Claims”) against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer’s use of the product or equipment within the United States, **provided that:** (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller’s expense (except for Buyer’s employees’ time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer’s use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys’ fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller’s indemnity obligation herein.
- (9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.
- (10) **DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator’s award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.
- (11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government’s rights relating to the software are limited to those rights applicable to Buyer’s as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.
- (12) **MISCELLANEOUS**
- (a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer’s order.
- (b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.
- (c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.
- (d) **INSTALLATION:** If installation by the Seller is included within the Seller’s Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer’s premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.
- (e) **COMPLIANCE WITH LAWS:** Seller’s obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**CONSIDER APPROVAL OF SIDEWALK REPAIRS  
FOR PINK ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Frank's Iron Works & Industrial Coatings, Inc. for the sidewalk repairs at Pink Elementary School in the amount of \$17,250.

**IMPACT/RATIONAL:**

The sidewalk repairs are recommended by the architects and must be contracted directly. These funds were allocated within the 2014 Bond Budget. Frank's Iron Works & Industrial Coatings, Inc. is a current vendor for Lamar CISD.

**PROGRAM DESCRIPTION:**

The work will repair a portion of the sidewalk near the school entry that is allowing rain water to enter the building and is part of the scope to stabilize the building movement.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Invoice #16030301**

Bill To : Lamar CISD - Dustin Fredrickson		Phone # 832-808-3259	Date: June 3, 2016
Street: 4901 Avenue I		Fax # <a href="mailto:dustin.fredrickson@vanir-ricegardner.com">dustin.fredrickson@vanir-ricegardner.com</a>	Job Name TL Pink cement repair
City, State, Zip Code Rosenberg, TX 77471		Job Location TL Pink	
PO#	Date of Plans	Job Phone same	

<u>Description</u>	<u>Price</u>	<u>Quantity</u>	<u>Total</u>
<b>Repair cement on South side from front door</b>			
<b>Scope :</b>			
<b>area with (2) drains and having high trip hazards due shifting.</b>	<b>\$ 17,250.00</b>	<b>1</b>	<b>\$ 17,250.00</b>

Item 1) Remove/ Replace cemented area ~12' x 82' . To allow for proper drainage, remove high trip hazards, and include grout. Cement will be 4.5" min thickness with rebar and/or mesh.

---

**TOTAL      \$      17,250.00**

Please Print Name: \_\_\_\_\_

Please Sign Name: \_\_\_\_\_

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

**CONSIDER APPROVAL OF AUDIO VISUAL  
EQUIPMENT AND INSTALLATION SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of projectors, equipment, and installation services for Phase V, Part I of the refresh of district projectors in the amount of \$38,376.10 from Troxell Communications.

**IMPACT/RATIONALE:**

George Ranch High School has 18 classroom projectors and four library portable projectors that have been in service for five years and have warranties that will expire in July of 2016. Many of these units are failing and need to be replaced. Any of these retired units that are still viable will be used at other locations.

**PROGRAM DESCRIPTION:**

This refresh is Phase V, Part I of the 11-phase refresh plan. These projectors include a five-year warranty per district standards. This project will be funded from 2014 bond funds dedicated to projector refresh. Troxell Communications offers these products and services through a TCPN contract.

Submitted by: David Jacobson, Chief Technology Information Officer  
Ken Walla, Manager of Special Projects

Recommended for approval:



Dr. Thomas Randle  
Superintendent



Audio•Video•Sales•Design•Service•Installation  
 2951 Marina Bay Dr.  
 #130, 415  
 League City, TX 77573

Quote Number Q630327731

May 23, 2016

**QUOTED TO**

**TROXELL CONTACT**

Account: Lamar CISD-Technology  
 Contact: Ken Walla  
 Address: 930 East Stadium Drive  
 Rosenberg, TX 77471  
 (832)223-0205

Account Executive: Adela Briner  
 Email: adela.briner@trox.com  
 Phone: (281)538-2497  
 Fax: (281)538-5484

GEORGE RANCH HS - REFRESH - PHASE 5 - Standard shipping is included. Thank you. Have a nice day!!

PER TCPN R5114

Terms Net 30      FOB Destination      Customer # 6325      Expires 06/23/16

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>HITACHI CPAW3005</b> PROJECTOR- 3300L WXGA ULTRA SHORT THROW (REGISTERED) ROOM NUMBERS: 1311, 1313, 1326, 1328, 1427, 1429, 1444, 1446, 2305, 2309, 2316, 2320, 2424, 2426, 2428, 2434, 2436, 2438	1069.00	18	19242.00
2	<b>HITACHI CPBX301WN</b> PROJECTOR- SHORT THROW- XGA- 3200 LUM (LAMAR_2015) ROOM 1668	745.00	1	745.00
3	<b>HITACHI A35YRESC</b> 4TH/5THYR EXT SRVC ULT/SH THROW MODELS (LAMAR_2015)	94.50	19	1795.50
4	<b>HITACHI CPX2541WN</b> 2700 LUMENS XGA PROJECTOR - ROOM 1217	499.00	3	1497.00
5	<b>HITACHI C185YRESC</b> 4TH/5THYR EXT SRVC CPX2015WN/CPX2515WN/E(LAMAR_2015)	94.50	3	283.50
6	<b>CHIEF WM220AUS</b> WM220S WITH RSMAUS KIT ULTRA SHORT THROW PROJ MOUNT	279.00	18	5022.00
7	<b>CHIEF WMAC16</b> ACCY- OUTLET COVER- WM2	29.95	18	539.10
8	<b>CHIEF WM230AUS</b> WM230S WITH RSMAUS KIT	339.00	1	339.00
9	<b>COVID VPR121115AM</b> 15HD WITH AUDIO TO 15HD WITH AUDIO12	14.95	19	284.05
10	<b>COVID HD2815M</b> HDMI HIGH SPEED W/ETHERNET 15FT	19.95	19	379.05
11	<b>COVID HD2425M</b> HDMI 25FT	45.95	1	45.95
12	<b>COVID W13125CAPATR</b> WP1G CLR HD15FF 3.5MMFF HDMIFF8INTROXLOG	42.00	1	42.00

Item #	Description	Unit Price	Qty	Ext. Price
13	<b>COVID CSP14552212</b> (2) RCA AUDIO 12FT	29.95	1	29.95
14	<b>DGPMISCHDWR25</b> MISCELLANEOUS HARDWARE LOT	33.00	19	627.00
15	<b>DGPINSTALLLCIRP5</b> LABOR - LAMAR CISD - GEORGE RANCH HS - REFRESH PHASE 5 - LABOR INCLUDES 1 YEAR WARRANTY - STANDARD MFG'S EQUIPMENT WARRANTY APPLIES - ELECTRIC TO BE PROVIDED BY DISTRICT.	395.00	19	7505.00

Thank You,



**Adela Briner**  
Account Executive

**Total** 38376.10

**Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...  
WE CAN HELP YOU ACHIEVE YOUR GOALS!**

## **CONSIDER APPROVAL OF DISCOVERY EDUCATION STREAMING**

### **RECOMMENDATION:**

That the Board of Trustees approve Discovery Education Streaming from Region 11 ESC in the amount of \$65,058.48 and authorize the Board President and Superintendent to execute the agreement.

### **IMPACT/RATIONALE:**

Lamar CISD has used Discovery Education Streaming (formerly United Streaming) since 1998. Access to Discovery Education Streaming includes licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources


In the 2015-16 school year, district teachers and students downloaded, viewed, or accessed nearly 48,000 resources.

### **PROGRAM DESCRIPTION:**

As of September 1, 2011, the public and non-public schools within Region 4 contract for licensing Discovery Education's videostreaming and related resources through ESC Region 11. The education service centers of Texas have joined together and secured the best possible pricing for Discovery Education's videostreaming resources. The Instructional Materials Allotment will be used to pay for this contract.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**Lamar Consolidated ISD Contract Summary for**

**Discovery Education Streaming v21**

**Enrollment Period: 09/01/2016 - 08/31/2017**

**Last Year Enrollment: 0**

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2016, on either the district or ESC Region 11. Until September 1, 2016, a district or ESC Region 11 can notify the other party of its wishes to void this contract, but early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

If you wish to sign up for Discovery Education Streaming Base Package, please enter your district's 2014-2015 enrollment in the box on the right. Use the Texas Education Agency's PEIMS Standard Enrollment Report to get the 2014-2015 enrollment for your district. To access the TEA Standard Enrollment Report, click the following link: [Enrollment Data](#)

Number of subscribing campuses with highest grade level served PK-8 (Ele/Int/MS/JH)

Number of subscribing campuses with highest grade level served 9-12 (K12/HS)

Choose from the following additional Optional Resources by entering the number of campuses that will use these products in the box(es) on the right.

Discovery Education Streaming Plus Package

Discovery Health Connection

Discovery Science (K-8)

Total:

Answer	Price
28,332.00	\$32,298.48
39.00	\$32,760.00
<b>\$65,058.48</b>	

**Contract Contact:** David Jacobson, [djacobson@lcsd.org](mailto:djacobson@lcsd.org), 832-223-0200

Contact Kayla Steiner at [ksteiner@esc11.net](mailto:ksteiner@esc11.net) with questions.





## Contract Summary Report

Last Year Enrollment: 0

<u>Contract</u>	<u>Lock Date</u>	<u>EnrollStart</u>	<u>EnrollEnd</u>	<u>Total</u>
--				

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

\_\_\_\_\_  
Signature of Board President or Designee

\_\_\_\_\_  
Date Approved by Board of Trustees

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated District Contact

\_\_\_\_\_  
E-mail of District Contact

**Please fax or e-mail to:**

Education Service Center Region 11  
 Atten: Dr. Clyde W. Steelman, Jr.  
 1451 S. Cherry Lane  
 White Settlement, Texas 76108  
 Fax (817) 740-7675  
[clydes@esc11.net](mailto:clydes@esc11.net)

**For additional information, contact:**

Dr. Clyde W. Steelman, Jr.  
 (817) 740-3630  
[clydes@esc11.net](mailto:clydes@esc11.net)

\_\_\_\_\_  
ESC Region 11 Executive Director Signature



## **Master Interlocal Agreement**

*NOTE: Due to changes in the provisions of the  
Texas Government Code regarding interlocal cooperation contracts,  
all districts purchasing service contracts from ESC Region 11  
must sign and submit an updated Master Interlocal Agreement.*



# Master Interlocal Agreement

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 11 (“ESC Region 11”) and (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

## PREMISES

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

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

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

## AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

### Local Government

\_\_\_\_\_  
Name of Local Government

\_\_\_\_\_  
Address of Local Government

\_\_\_\_\_  
Contact Name                      Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Board President Signature              Approval Date

\_\_\_\_\_  
County/District # (if applicable)

### ESC Region 11

1451 S. Cherry Lane  
White Settlement, Texas 76108  
Attn: Dianna Casper

\_\_\_\_\_  
ESC Region 11 Executive Director Signature

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF PURCHASE OF  
NETWORK SWITCHES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of network switches and components from Micro Integration in the amount \$49,648.50.

**IMPACT/RATIONALE:**

The Local Area Networks at each of Lamar CISD's facilities connect students and staff to the districts internal resources and the internet. Network switches may fail and need to be replaced. Also, switches that need to be sent for warranty repair require spares to be deployed in the interim. These new switches will replace failed switches and provide extras to replace units in a timely manner.

**PROGRAM DESCRIPTION:**

The switches will be replaced with Cisco switches per district standards. This project will be funded from 2014 bond funds dedicated to network infrastructure. Micro Integration offers these products and services through a Choice Partners contract.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



presented by: *David A Patterson*  
 Micro Integration *Tel: 713-785-4596*  
 10801 Hammerly *Fax: 713-785-2276*  
 Suite 246  
 Houston, Texas 77043

Choice Partners Contract # 13/068DG-28

June 7, 2016

**Lamar CISD  
 Cisco Switch Quote**

**12 port 3850 with 12 - 10 Gig SFP+ ports**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	13500.00	7425.00	1	\$7,425.00

**48 port 3850 with 48 - 10/100/100 PoE ports**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850 48 Port PoE IP Base	13000.00	7150.00	3	\$21,450.00

**48 port 2960X with 48 - 10/100/100 PoE ports and 4 - 1 Gig SFP ports**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3077.25	3	\$9,231.75

**48 port 2960X with 48 - 10/100/100 PoE ports and 2 - 10 Gig SFP+ ports**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C2960X-48LPD-L	Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base	6995.00	3847.25	3	\$11,541.75

**Total \$49,648.50**

**CONSIDER APPROVAL OF PURCHASE OF INTERNET WEB FILTER**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of an internet web filter from PC Hotline in the amount of \$110,228.

**IMPACT/RATIONALE:**

Lamar CISD is reliant on the resources and services that the internet provides. But, we must make the use of the internet and its resources safe while being flexible to the needs of our students and staff. iBoss Webfilter and Reporter is a dedicated web filtering solution that will allow the district to maintain compliance with the Children's Internet Protection Act (CIPA) and other regulations, while ensuring network availability and access to learning tools. With the increasing number of users bringing their personal devices on campus, we will now have the ability to identify those users and allow them access to the same resources they would have when using a district computer. This device provides better reports on internet usage as well as an extra layer of protection from viruses and malware.

**PROGRAM DESCRIPTION:**

Internet Web Filters from three vendors were tested and one was selected that best meets the needs of the district. This project will be funded from local funds budgeted for this and paid per the terms in the quote. PC Hotline offers this product through a TIPS/TAPS contract.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# Quotation

2738 S. Georgia Street  
Amarillo, TX 79109-1931

(806) 353.1021 Voice  
(800) 687.8788 Voice  
(806) 354.9750 FAX

Quote Number:  
1123

Quote Date:  
Jun 7, 2016

CISV # 1752205659100

Page:  
1

**Quoted to:** Lamar Consolodated ISD  
3911 Avenue I  
Rosenburg, TX 77471  
United States

Lamar CISD  
Jason Bright  
3911 Avenue I  
Rosenburg, TX 77471  
United States

Accounts Payable  
(832)223-0000

Customer ID	Good Thru	Payment Terms	Sales Rep
lamar	6/30/16	Net 30 Days	Kenneth C. Plunk

Quantity	Description	Unit Price	Extension
	TIPS/TAPS CONTRACT: 2012116 Internet & Network Security Jan-21-2016 to Jan-24-2019 SPECIAL PRICING APPLICED FOR A PURCHASE BY June 30, 2016 Payment terms: \$80,000.00 due with issue of purchase order. Balance of \$30,028.00 due Net 30 from 9/1/2016.		
1.0	SWG-VNS-Virtual Node Set (Client Data Center) Iboss SWG Customer Hosted Virtual node Set (10G Fiber Interface) Supports up to 10G of throughput		
1.0	K12-SWG-VNS-3S Iboss SWG Customer Hosted Virtual Node Set 3 Year Lease	7,188.0000	7,188.00
1.0	IWR-6960-A Iboss threat console appliance (external) RAID		
26000.0	SWG-14600-3S Iboss secure web gateway 14600 3 Year subscription (price per device MOQ applies)	3.9554	102,840.00
1.0	Premium Support:: 90 Day Integration. Unlimited Troubleshooting. 4am-5pm PT Phone Support. Unlimited. Email/Online Support. Overnight/Air Advanced Replacement		
1.0	Shipping Accepted by: _____	200.0000	200.00

This quote is considered CONFIDENTIAL, offered in good faith outside the formal bidding process, for purposes of bugetary pricing. The pricing may be the final price quote, and it should not be disclosed to competitors or anyone outside the customers group or area of control and influence, for any reason. If this confidentiality is breached, we reserve the right to withdraw our quote without formal notice.

Subtotal	110,228.00
Sales Tax	
Freight	
<b>Total</b>	<b>110,228.00</b>

**INFORMATION ITEM: 2015-2016 SCHOOL HEALTH ADVISORY COUNCIL**

The School Health Advisory Council (SHAC) is a school board appointed advisory group of individuals who represent different segments of the community. The Lamar CISD SHAC is comprised of students, parents, community members and staff working together to improve the health of all students and families through a coordinated school health program.

Past SHAC areas of focus:

- K-12 Physical education
- K-5 Physical activity and recess
- 7-12 Health education including sexuality instruction
- K-12 Nutrition guidelines and education

Recommended 2016-2017 SHAC areas of focus include:

- 7-12 Health education including sexuality instruction
- K-12 Nutrition guidelines, education and food fundraising policies
- LCISD Staff Wellness & Lifestyle Program

Resource Persons:                      Dr. Melissa Long, Athletic Trainer, Foster High School  
   Mike Rice, Director of Athletics  
   Leslie Haack, Executive Director of Secondary Education



**INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES**

**BACKGROUND INFORMATION:**

Mr. James Steenbergen, Board President, will appoint board members to serve on standing and ad hoc committees for the 2016-2017 school year. Last year's committees and members are:

	<b>2015-16</b>	<b>2016-17</b>
<b><u>STANDING COMMITTEES</u></b>		
<b>POLICY REVIEW COMMITTEE</b>	Tyson Harrell Anna Gonzales Melisa Roberts	Tyson Harrell Anna Gonzales Melisa Roberts
<b>FINANCIAL AUDIT COMMITTEE</b>	Anna Gonzales Tyson Harrell Kathryn Kaminski	Anna Gonzales Tyson Harrell Kathryn Kaminski
<b>FACILITIES COMMITTEE</b>	Kay Danziger Kathryn Kaminski James Steenbergen	Kathryn Kaminski Kay Danziger James Steenbergen
<b>ATTENDANCE BOUNDARY COMMITTEE</b>	Melisa Roberts Anna Gonzales Frank Torres	Melisa Roberts Anna Gonzales Frank Torres
<b>INFORMATION TECHNOLOGY COMMITTEE</b>	James Steenbergen Kay Danziger Melisa Roberts	Kay Danziger Melisa Roberts James Steenbergen
<b>POLICY AND PROCEDURES COMMITTEE</b>		James Steenbergen Kay Danziger Tyson Harrell

**PROGRAM DESCRIPTION:**

If board members have an interest in specific committees, please contact Mr. Steenbergen.

**INFORMATION ITEM: BOARD POLICIES -- FIRST READING**

The following local policies are attached for review:

- DNA (LOCAL) Performance Appraisal: Evaluation of Teachers
- DNB (LOCAL) Performance Appraisal: Evaluation of Other Professional Employees
- Localized Policy Manual Update 104

Local policies are customized to provide a procedure or guidelines to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent



## Localized Policy Manual

# Update 104

Please remember: Log in to [my.tasb.org](http://my.tasb.org) and open *Policy Service Resource Library: Local Manual Updates* to download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more.

### Lamar CISD

Update 104 represents the second of two post-legislative updates, focusing primarily on amendments to the Administrative Code as a result of recent legislation. Update 104 is considerably smaller than Update 103, which included the bulk of the changes from the 84th Legislative Session. Major topics in Update 104 include taxes, financial reports and audits, reports to SBEC, video and audio recording in special education settings, partial credit requirements for students who are homeless or in foster care, credit-by-exam requirements for homeless students, substitutes for state assessments, and wellness policy requirements. Several of the local policy recommendations address new local policy requirements included in the 2015–16 TEA *Student Attendance Accounting Handbook*, including homebound instruction and residency and admissions. Other local policy recommendations address equal educational opportunities for students and student discrimination and harassment.

Please bear in mind that the (LEGAL) policies reflect the ever-changing legal context for governance and management of the district. They should NOT be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendations in this update will need close attention by both the administration and the board to ensure that they reflect the practices of the district and the intentions of the board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

In addition to the updated policies, your Localized Update 104 packet contains:

- **INSTRUCTIONS** . . . providing specific, policy-by-policy directions on how this update, if accepted as prepared, should be incorporated into your Localized Policy Manual.
- **EXPLANATORY NOTES** . . . summarizing changes to the policies in each code. Please note that, where appropriate, the Explanatory Notes ask you to **verify that a particular policy reflects your current practice and to advise us of changes needed** so that our records and your manual accurately track the district's practice.

*Vantage Points—A Board Member's Guide to Update 104* may be found in the separately wrapped package accompanying this packet. *Vantage Points* offers a highly summarized overview of the update and is intended to provide local officials a first glance at the scope of the update—as a prelude to studying the detailed Explanatory Notes and policy text within the packet. **Please distribute the enclosed copies of *Vantage Points* to your board members** at the earliest possible opportunity, preferably with their review copies of this update.

Update 104 policies are so identified in the lower left-hand corner of each policy page. If you have any questions concerning this update, please call your policy consultant, Mary Kay Spellman, at 800-580-7529 or 512-467-0222.

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## Regarding board action on Update 104 . . .

- Board action on Localized Update 104 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 104, affecting (LOCAL) policies (see attached list of codes).” Policy On Line districts have access to a list of the (LOCAL) policies included in the update through the Local Manual Updates application in myTASB. Other districts may generate a list of the (LOCAL) policy codes added, revised, or deleted (and the titles/subtitles of those policies) using the Instruction Sheet as a guide and attach that list to the posting. BoardBook compilers should use “Policy Update 104, affecting (LOCAL) policies” as the agenda item and, as agenda subitems, the code and name of each of the (LOCAL) policies affected by the update.
- A suggested motion for board action on Localized Update 104 is as follows:  
*“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 104 [with the following changes:]”*
- The board’s action on Localized Update 104 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded (LOCAL) policies.
- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the *Administrator’s Guide to Policy Management* available in the myTASB Policy Service Resource Library at <https://www.tasb.org/Services/Policy-Service/myTASB/Guidance-for-Policy-Administrators.aspx>.

## Regarding manual maintenance and administrative regulations . . .

- **Notify your policy consultant of any changes made by the board so that Policy Service records—forming the basis for subsequent updating recommendations—exactly mirror your manual.**
- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. You will need to notify us of the board’s action on Update 104 so that your district’s Localized Policy Manual as it appears on TASB’s web server can be updated. Policy On Line staff may be reached by phone (800-580-7529 or 512-467-0222), by fax (512-467-3618, using the Update 104 Adoption Notification Form enclosed), by e-mail ([pol-support@tasb.org](mailto:pol-support@tasb.org)), or through the Policy On Line Administrator Tools (<https://www.tasb.org/apps/PolicyAdmin>).
- Administrative procedures and documents—including formal (REGULATIONS), handbooks, and guides—that may be affected by Update 104 policy changes should be inspected and revised by the district as needed.

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

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## CURRENT

### INSTRUCTIONAL ARRANGEMENTS HOMEBOUND INSTRUCTION

EEH  
(LOCAL)

- GENERAL EDUCATION** Consistent with TEA's *Student Attendance Accounting Handbook (SAAH)*, a student to be confined for a minimum of four weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the United States may be eligible for general education homebound services. The parent's request for services shall be made through the principal in accordance with TEA's *SAAH* and administrative procedures.
- The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.
- SPECIAL EDUCATION** For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.
- DOCUMENTATION OF SERVICES** The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.



GENERAL EDUCATION

Consistent with TEA's *Student Attendance Accounting Handbook (SAAH)*, a student **may be eligible for general education homebound services if the student is** to be confined for a minimum of four weeks to a hospital or homebound **setting** for medical reasons specifically documented by a physician licensed to practice in the United States. **The weeks of confinement need not** ~~may be consecutive.~~ ~~eligible for general education homebound services.~~ The parent's request for services shall be **submitted to** ~~made through~~ the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, **if applicable** ~~when the student is able to return to the regular educational setting~~, the length of the transition period **to the school-based setting** based on current medical information.

SPECIAL EDUCATION

**Consistent with state rule and the SAAH, a student receiving-** ~~For~~ special education **services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical reasons specifically documented by a physician licensed to practice in the United States. If a student is chronically ill, the student's admission, review, and dismissal (stu-** ~~dents, the~~ ARD) committee shall determine whether the weeks of confinement need to be consecutive.

**If the ARD committee determines that homebound instruction is appropriate, the** committee shall determine the type and amount of instruction to be provided **in accordance with law, and, if applicable** ~~and, when the student is able to return to the regular educational setting~~, the length of the transition period **to the school-based setting** based on current medical information.

DOCUMENTATION OF SERVICES

The District shall maintain ~~, in accordance with administrative procedures,~~ full documentation about students receiving homebound services, **in accordance with administrative procedures, the SAAH, and a student's individualized education program (IEP), as applicable.**

DATE ISSUED:  
~~2/14/2016~~ 11/11/2008  
UPDATE 10484  
EEH(LOCAL)-A

ADOPTED:

1 of 1





**EQUAL EDUCATIONAL OPPORTUNITY**

**FB  
(LOCAL)**

**TITLE IX  
COORDINATOR**

The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400

**ADA / SECTION 504  
COORDINATOR**

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400

**SUPERINTENDENT**

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

**COMPLAINTS**

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

**RECORDS  
RETENTION**

Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

**SECTION 504  
COMMITTEE**

The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the

EQUAL EDUCATIONAL OPPORTUNITY

FB  
(LOCAL)

	<p>legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.</p>
REFERRALS	<p>A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has disabilities and is in need of special instruction or services.</p>
PARENTAL CONSENT	<p>The Section 504 coordinator shall notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.</p>
NOTICE TO PARENTS	<p>Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.</p>
PREPLACEMENT EVALUATION	<p>The results of the evaluation shall be considered before any action is taken to place a student with disabilities or make a significant change in placement in an instructional program. The evaluation shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group.</p>
IMPARTIAL HEARING	<p>Parents shall be given written notice of their due process right to an impartial hearing if they have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with disabilities. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney.</p>
STATE-MANDATED ASSESSMENTS	<p>Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]</p>

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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TITLE IX  
COORDINATOR

The District **has designated a Title IX coordinator for students**~~designates the following person~~ to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. **[See FB(EXHIBIT)]**:

~~Name: Tiffany Mathis~~

~~Position: Director of Special Education~~

~~Address: 3911 Avenue I, Rosenberg, TX 77471~~

~~Telephone: (832) 223-0400~~

ADA / SECTION 504  
COORDINATOR

**The District has designated an ADA/Section 504 coordinator for students.**~~Reports of discrimination based on disability may be directed to the~~ The District ~~designates the following person~~ to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("**Section 504**"), as amended. **[See FB(EXHIBIT)]**:

~~Name: Tiffany Mathis~~

~~Position: Director of Special Education~~

~~Address: 3911 Avenue I, Rosenberg, TX 77471~~

~~Telephone: (832) 223-0400~~

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~antidiscrimination~~ **nondiscrimination** laws.

~~COMPLAINTS~~

~~Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).~~

~~RECORDS  
RETENTION~~

**EQUAL EDUCATIONAL  
OPPORTUNITY**

**GENERAL  
EDUCATION**

**The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]**

DATE ISSUED: ~~2/14/2016~~ **5/8/2015**  
**UPDATE 104** ~~LDU-2015-01~~  
FB(LOCAL)-A

**ADDITIONAL  
SERVICES AND  
SUPPORTS**

If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

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~~Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.~~

**SECTION 504  
COMMITTEE  
COMMITTEES**

**The District shall form Section 504 committees as necessary.** The Section 504 coordinator and members of ~~each~~ the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity, ~~to these students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]~~

~~Each~~ The Section 504 committee shall be composed of **a group of at least two persons, including** persons knowledgeable about the student, the meaning of the evaluation data, ~~the~~ placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

**REFERRALS**

**If a teacher, school counselor, administrator** ~~A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has reason to believe that a student may have a disability as defined by disabilities and is in need of special instruction or services.~~

~~PARENTAL  
CONSENT~~

~~The Section 504, the District coordinator shall evaluate the notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. A student may also be referred for evaluation by the student's parent~~ Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.

NOTICE AND  
CONSENT TO  
~~PARENTS~~

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

~~Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.~~

~~PREPLACEMENT  
EVALUATION AND  
PLACEMENT~~

The results of ~~an~~the evaluation shall be considered before any action is taken to place a student with a ~~disability~~disabilities or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting ~~The~~ evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

REVIEW AND  
REEVALUATION  
PROCEDURE

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in ~~shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets~~ the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

EXAMINING  
RECORDS

A parent shall make any request to review ~~standards of personal independence and social responsibility expected of his or her~~ child's education records to the campus principal or other identified custodian of records. [See FL] ~~age and cultural group.~~

RIGHT TO  
IMPARTIAL  
HEARING

A parent ~~Parents~~ shall be given written notice of ~~the~~their due process right to an impartial hearing if ~~the parent has~~they have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student

with a ~~disability~~ disabilities. The impartial hearing shall be conducted by a person who is knowledgeable about ~~the issues involved in~~ Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. **The District and the parent shall be entitled to legal representation at the impartial hearing.**

**Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records retention schedules. [See CPC]**

~~STATE-MANDATED  
ASSESSMENTS  
MODIFICATIONS IN  
TAKING THE STATE-  
MANDATED  
ASSESSMENTS MAY  
BE MADE FOR A  
SECTION 504  
STUDENT WHEN  
THE  
MODIFICATIONS  
HAVE BEEN  
DETERMINED NOT  
TO DESTROY THE  
VALIDITY OF THE  
TEST, ARE  
NECESSARY FOR  
THE STUDENT TO  
TAKE THE TEST,  
ARE CONSISTENT  
WITH  
MODIFICATIONS  
PROVIDED THE  
STUDENT IN THE  
CLASSROOM, AND  
ARE APPROVED BY  
TEA. [SEE  
EKB] RECORDS  
RETENTION~~

**ADD**

Lamar CISD  
079901

EQUAL EDUCATIONAL OPPORTUNITY

FB  
(EXHIBIT)

The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, for students:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400

The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for students:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400





**ADMISSIONS**

**FD  
(LOCAL)**

**PERSONS AGE 21  
AND OVER**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**REGISTRATION  
FORMS**

The student's parent, legal guardian, or other person having lawful control shall annually complete and sign registration forms. A student who has reached age 18 shall be permitted to complete and sign these forms.

**MINOR LIVING APART  
PERSON STANDING  
IN PARENTAL  
RELATION**

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

**MISCONDUCT**

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

**EXCEPTIONS**

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

**EXTRACURRICULAR  
ACTIVITIES**

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**NONRESIDENT  
STUDENT IN  
GRANDPARENT'S  
AFTER-SCHOOL CARE**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**PLACEMENT  
ACCREDITED  
SCHOOLS**

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

ADMISSIONS

FD  
(LOCAL)

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the Commissioner.

NONACCREDITED  
SCHOOLS

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

TRANSFER  
CREDIT

Before granting credit, the District shall validate, by testing or other evidence, that any course taken by a student at a nonaccredited public, private, or parochial school meets State Board requirements. [See EHDB]

WITHDRAWAL

A parent or guardian wishing to withdraw a minor student shall present a signed request stating the reason for the withdrawal. A student who is 18 or older may request withdrawal without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL)]

ADMISSIONS

FD  
(LOCAL)

PERSONS AGE 21 AND OVER	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
REGISTRATION FORMS	The student's parent, legal guardian, or other person having lawful control shall annually complete <del>and sign</del> registration forms. A student who has reached age 18 shall be permitted to complete <del>and sign</del> these forms.
<b>PROOF OF RESIDENCY</b>	<b>At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.</b>
MINOR LIVING APART PERSON STANDING IN PARENTAL RELATION	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
MISCONDUCT	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
EXCEPTIONS	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
EXTRACURRICULAR ACTIVITIES	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
NONRESIDENT STUDENT IN GRANDPARENT'S AFTER-SCHOOL CARE	<p>The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.</p> <p>The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.</p>
<b>"ACCREDITED" DEFINED</b>	<b>For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.</b>

**GRADE-LEVEL  
PLACEMENT**

**ACCREDITED  
SCHOOLS**

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

~~For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the Commissioner.~~

**NONACCREDITED  
SCHOOLS**

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**TRANSFER OF  
CREDIT**

**ACCREDITED  
TEXAS PUBLIC  
SCHOOLS  
OTHER  
ACCREDITED OR  
NONACCREDITED  
SCHOOLS**

**Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.**

**Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. [See EI]**

~~Before granting credit, the District shall validate, by testing or other evidence, that any course taken by a student at a nonaccredited public, private, or parochial school meets State Board requirements. [See EHDB]~~

WITHDRAWAL

A parent or guardian wishing to withdraw a minor student shall present a signed **statement that includes**~~request stating~~ the reason for the withdrawal. A student who is 18 or older may **submit a**~~request~~ withdrawal **statement** without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]]



ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

ATTENDANCE  
ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements.

ALTERNATE  
RECORDING TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternate time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The alternate time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.

PARENTAL CONSENT  
TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.





ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

ATTENDANCE  
ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [\[See also FD for admissions and residency requirements.\]](#)

~~ALTERNATIVE~~  
~~ALTE~~  
~~RNATE~~ RECORDING  
TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an ~~alternative~~~~alternate~~ time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The ~~alternative-~~~~alternate~~ time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.

PARENTAL CONSENT  
TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.



STUDENT WELFARE  
STUDENT SUPPORT SERVICES

FFC  
(LOCAL)

LIAISON FOR  
HOMELESS  
STUDENTS

The District has designated the following staff person as the liaison for homeless students:

Name: Chris Bristow

Position: State and Federal Programs Supervisor

Address: 3911 Avenue I, Rosenberg, TX 77471

Telephone: (832) 223-0430



**ADD**

Lamar CISD  
079901

STUDENT WELFARE  
STUDENT SUPPORT SERVICES

FFC  
(EXHIBIT)

The District has designated the following employee as the liaison for homeless students:

Name: Chris Bristow  
Position: State and Federal Programs Supervisor  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0430



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**Note:** This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

SEXUAL HARASSMENT  
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.



STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

GENDER-BASED  
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

RETALIATION

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.

EXAMPLES

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

FALSE CLAIM

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.

PROHIBITED  
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING  
PROCEDURES

STUDENT REPORT

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.

EMPLOYEE REPORT

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

DEFINITION OF  
DISTRICT  
OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX  
COORDINATOR

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400

ADA /  
SECTION 504  
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF  
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

INITIAL  
ASSESSMENT

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immedi-

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

ately undertake an investigation, except as provided below at  
CRIMINAL INVESTIGATION.

If the District official determines that the allegations, if proven,  
would not constitute prohibited conduct as defined by this policy,  
the District official shall refer the complaint for consideration under  
FFI.

INTERIM ACTION

If appropriate and regardless of whether a criminal or regulatory  
investigation regarding the alleged conduct is pending, the District  
shall promptly take interim action calculated to address prohibited  
conduct or bullying prior to the completion of the District's investi-  
gation.

DISTRICT  
INVESTIGATION

The investigation may be conducted by the District official or a de-  
signee, such as the principal, or by a third party designated by the  
District, such as an attorney. When appropriate, the principal shall  
be involved in or informed of the investigation.

The investigation may consist of personal interviews with the per-  
son making the report, the person against whom the report is filed,  
and others with knowledge of the circumstances surrounding the  
allegations. The investigation may also include analysis of other  
information or documents related to the allegations.

CRIMINAL  
INVESTIGATION

If a law enforcement or regulatory agency notifies the District that a  
criminal or regulatory investigation has been initiated, the District  
shall confer with the agency to determine if the District investiga-  
tion would impede the criminal or regulatory investigation. The Dis-  
trict shall proceed with its investigation only to the extent that it  
does not impede the ongoing criminal or regulatory investigation.  
After the law enforcement or regulatory agency has finished gath-  
ering its evidence, the District shall promptly resume its investiga-  
tion.

CONCLUDING THE  
INVESTIGATION

Absent extenuating circumstances, such as a request by a law en-  
forcement or regulatory agency for the District to delay its investi-  
gation, the investigation should be completed within ten District  
business days from the date of the report; however, the investiga-  
tor shall take additional time if necessary to complete a thorough  
investigation.

The investigator shall prepare a written report of the investigation.  
The report shall include a determination of whether prohibited con-  
duct or bullying occurred. The report shall be filed with the District  
official overseeing the investigation.

NOTIFICATION OF  
OUTCOME

Notification of the outcome of the investigation shall be provided to  
both parties in compliance with FERPA.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

DISTRICT ACTION PROHIBITED CONDUCT	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.
CORRECTIVE ACTION	Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.
BULLYING	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
IMPROPER CONDUCT	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
CONFIDENTIALITY	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
APPEAL	A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
RECORDS RETENTION	Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).
ACCESS TO POLICY AND PROCEDURES	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.



REVISED

Lamar CISD  
079901

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

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**Note:** This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, **sex**, gender, national origin, disability, **age**, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, **sex**, gender, national origin, disability, **age**, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, **sex**, gender, national origin, disability, **age**, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

DATE ISSUED: ~~2/14/2016~~ 5/8/2015  
UPDATE 104 LDU-2015.01  
FFH(LOCAL)-A

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

SEXUAL HARASSMENT  
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See [DHDF](#)]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.



STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

GENDER-BASED  
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

	<p>student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.</p>
RETALIATION	<p>The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.</p>
EXAMPLES	<p>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</p>
FALSE CLAIM	<p>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.</p>
PROHIBITED CONDUCT	<p>In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>
REPORTING PROCEDURES	<p>Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, <b>school</b> counselor, principal, other District employee, or the appropriate District official listed in this policy.</p>
STUDENT REPORT	
EMPLOYEE REPORT	<p>Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.</p>
DEFINITION OF DISTRICT OFFICIALS	<p>For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.</p>
TITLE IX COORDINATOR	<p>Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the <b>designated Title IX coordinator for students. [See FFH(EXHIBIT)]</b> <del>Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:</del></p>

~~Name: Tiffany Mathis~~  
~~Position: Director of Special Education~~  
~~Address: 3911 Avenue I, Rosenberg, TX 77471~~  
~~Telephone: (832) 223-0400~~

ADA /  
SECTION 504  
COORDINATOR

Reports of discrimination based on disability may be directed to the **designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]**~~ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:~~

~~Name: Tiffany Mathis~~  
~~Position: Director of Special Education~~  
~~Address: 3911 Avenue I, Rosenberg, TX 77471~~  
~~Telephone: (832) 223-0400~~

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other **nondiscrimination**~~antidiscrimination~~ laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF  
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

INITIAL  
ASSESSMENT

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at CRIMINAL INVESTIGATION.

If the District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

INTERIM ACTION

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

DISTRICT  
INVESTIGATION

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CRIMINAL  
INVESTIGATION

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

CONCLUDING THE  
INVESTIGATION

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

NOTIFICATION OF OUTCOME	Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.
DISTRICT ACTION	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.
PROHIBITED CONDUCT	
CORRECTIVE ACTION	Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.
BULLYING	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
IMPROPER CONDUCT	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
CONFIDENTIALITY	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
APPEAL	A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
RECORDS RETENTION	<b>The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records retention schedules, but for no less than the minimum amount of time required by law. [See CPC]</b> <del>Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).</del>

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

ACCESS TO POLICY  
AND PROCEDURES

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

## ADD

Lamar CISD  
079901

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(EXHIBIT)

The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, for students:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400

The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for students:

Name: Tiffany Mathis  
Position: Director of Special Education  
Address: 3911 Avenue I, Rosenberg, TX 77471  
Telephone: (832) 223-0400





PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

APPRAISAL SYSTEM	The formal appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS) or an alternate appraisal system developed in compliance with statutory provisions and state rules.
GENERAL REQUIREMENTS	<p>District teachers shall be appraised annually, except teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy.</p> <p>Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.</p> <p>The District shall establish an appraisal calendar each year.</p>
PDAS FORMAL OBSERVATION	The formal observation for a teacher's appraisal shall be scheduled within a one-week window.
ALTERNATE APPRAISERS	The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.
SECOND APPRAISAL	<p>Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.</p> <p>The formal observation for a second appraisal shall be scheduled within a one-week window.</p>
SCORES	The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second PDAS appraisals will be used.
LESS-THAN-ANNUAL EVALUATIONS ELIGIBILITY	<p>To be eligible for less-than-annual evaluations under the PDAS or an alternate appraisal system, a teacher shall:</p> <ol style="list-style-type: none"><li>1. Be employed on an educator term contract;</li><li>2. Have received a "proficient" rating on the last appraisal, as required by law;</li><li>3. Have served on the current campus for at least one year; and</li><li>4. Agree in writing to the frequency of appraisal.</li></ol>
FREQUENCY	<p>Eligible teachers shall be appraised every three years.</p> <p>During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</p>

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

WALK-THROUGHS	<p>For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walk-throughs and shall provide the teacher with a copy of the documentation on each walk-through. The walk-throughs shall be kept on campus in the teacher's professional file.</p> <p>During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of six walk-throughs and shall provide the teacher with a copy of the documentation on each walk-through. The walk-throughs shall be used as outlined in Commissioner's rules for PDAS.</p>
LOSS OF WAIVER	<p>During any school year in which a complete appraisal is not scheduled under PDAS or an alternate appraisal is not scheduled, the administrator may conduct an appraisal if there is documentation that would potentially produce an indicator that falls below "proficient." The administrator shall hold a conference with the teacher and provide the teacher with written notice.</p>
ANNUAL REVIEW PROCESS	<p>In the years that a PDAS or alternate appraisal is not scheduled for an eligible teacher, the District shall conduct an annual review in accordance with a process detailed in guidelines developed by the administration in collaboration with the District- and campus-level decision-making committees.</p> <p>The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.</p> <p>The regular PDAS or alternate appraisal procedures and requirements shall not apply to the annual review process.</p>
GRIEVANCES	<p>Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).</p>

# REVISED

Lamar CISD  
079901

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

T-TESS	<p>The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.</p> <p>The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.</p>
ANNUAL APPRAISAL	District teachers shall be appraised annually.
EXCEPTION	Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.
LESS-THAN-ANNUAL ELIGIBILITY	<p>In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:</p> <ol style="list-style-type: none"><li>1. Be employed on an educator term contract;</li><li>2. Have served at the current campus for at least one year; and</li><li>3. Agree in writing to the frequency of the appraisal.</li></ol>
FREQUENCY	<p>Eligible teachers shall be appraised every three years.</p> <p>During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</p> <p>A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.</p>
ANNUAL REVIEW PROCESS T-TESS	<p>In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.</p> <p>The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.</p>



PERFORMANCE APPRAISAL  
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB  
(LOCAL)

EMPLOYMENT  
DECISIONS

When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.

EXCEPTION

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.



**REVISED**

Lamar CISD  
079901

PERFORMANCE APPRAISAL  
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB  
(LOCAL)

PRINCIPALS	The District shall appraise principals using the Texas Principal Evaluation and Support System (T-PESS) in accordance with law and administrative regulations.
OTHER CAMPUS ADMINISTRATORS	The appraisal system used for campus administrators other than principals shall be determined by each administrator's position and job responsibilities and shall consist of either a local appraisal system developed in accordance with law and administrative regulations or a modified version of the T-PESS.
FREQUENCY	District principals and other campus administrators shall be appraised annually.

**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 2016-17 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 MAY 31, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through May 31, 2016, LCISD had collected 98.4 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- 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  
May 2016**

Exhibit A

<b>Year</b>	<b>Taxes Paid</b>	<b>Penalty &amp; Interest</b>	<b>Collection Fees</b>	<b>Total Payments</b>	<b>General Fund Taxes Paid</b>	<b>General Fund P &amp; I &amp; Collection Fees</b>	<b>Debt Service Taxes Paid</b>	<b>Debt Service P &amp; I &amp; Collection Fees</b>
15	\$ 1,407,673.99	\$ 156,652.76	\$ 117,699.79	\$ 1,682,026.54	\$ 1,053,236.43	\$ 234,909.07	\$ 354,437.56	\$ 39,443.48
14	\$ 33,105.27	\$ 6,910.62	\$ 5,623.68	\$ 45,639.57	\$ 24,769.70	\$ 10,794.30	\$ 8,335.57	\$ 1,740.00
13	\$ 14,989.31	\$ 2,997.74	\$ 1,658.98	\$ 19,646.03	\$ 11,215.16	\$ 3,901.89	\$ 3,774.15	\$ 754.83
12	\$ 10,503.90	\$ 2,332.90	\$ 823.99	\$ 13,660.79	\$ 7,859.14	\$ 2,569.49	\$ 2,644.76	\$ 587.40
11	\$ 9,493.52	\$ 2,458.19	\$ 1,056.56	\$ 13,008.27	\$ 6,966.53	\$ 2,860.42	\$ 2,526.99	\$ 654.33
10	\$ 2,060.24	\$ 276.04	\$ 552.72	\$ 2,889.00	\$ 1,540.10	\$ 759.07	\$ 520.14	\$ 69.69
09	\$ 1,438.68	\$ 298.99	\$ 167.91	\$ 1,905.58	\$ 1,130.90	\$ 402.94	\$ 307.78	\$ 63.96
08	\$ 2,144.87	\$ 725.33	\$ 368.06	\$ 3,238.26	\$ 1,686.03	\$ 938.23	\$ 458.84	\$ 155.16
07	\$ 633.52	\$ (613.11)	\$ (204.53)	\$ (184.12)	\$ 488.23	\$ (677.04)	\$ 145.29	\$ (140.60)
06	\$ 602.19	\$ (991.47)	\$ (271.27)	\$ (660.55)	\$ 517.91	\$ (1,122.85)	\$ 84.28	\$ (139.89)
05	\$ 270.47	\$ 359.73	\$ 125.37	\$ 755.57	\$ 238.99	\$ 443.21	\$ 31.48	\$ 41.89
04	\$ 345.57	\$ 507.05	\$ 170.53	\$ 1,023.15	\$ 305.35	\$ 618.56	\$ 40.22	\$ 59.02
03	\$ 166.45	\$ 263.00	\$ 64.42	\$ 493.87	\$ 150.00	\$ 301.43	\$ 16.45	\$ 25.99
02	\$ 110.69	\$ 187.07	\$ 44.66	\$ 342.42	\$ 99.75	\$ 213.24	\$ 10.94	\$ 18.49
01	\$ 121.46	\$ 220.17	\$ 51.25	\$ 392.88	\$ 109.45	\$ 249.66	\$ 12.01	\$ 21.76
00	\$ 109.81	\$ 211.93	\$ 48.26	\$ 370.00	\$ 97.75	\$ 236.92	\$ 12.06	\$ 23.27
99	\$ 193.75	\$ 398.90	\$ 88.90	\$ 681.55	\$ 175.07	\$ 449.35	\$ 18.68	\$ 38.45
98	\$ 105.74	\$ 229.46	\$ 50.28	\$ 385.48	\$ 97.76	\$ 262.42	\$ 7.98	\$ 17.32
97	\$ 105.74	\$ 242.14	\$ 52.18	\$ 400.06	\$ 97.76	\$ 276.05	\$ 7.98	\$ 18.27
96	\$ 120.51	\$ 290.89	\$ 61.71	\$ 473.11	\$ 109.41	\$ 325.80	\$ 11.10	\$ 26.80
95	\$ 58.49	\$ 149.73	\$ 31.23	\$ 239.45	\$ 55.36	\$ 172.95	\$ 3.13	\$ 8.01
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 1,484,354.17</b>	<b>\$ 174,108.06</b>	<b>\$ 128,264.68</b>	<b>\$ 1,786,726.91</b>	<b>\$ 1,110,946.78</b>	<b>\$ 258,885.11</b>	<b>\$ 373,407.39</b>	<b>\$ 43,487.63</b>

**Lamar Consolidated ISD  
Tax Collections  
September 1, 2015-August 31, 2016  
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5/31/2016
15	\$ 173,016,529.71	\$ 6,574,312.95	\$ 179,590,842.66	\$ 176,642,289.49	\$ 638,260.22	\$ 175,468.42	\$ 177,456,018.13	\$ 2,948,553.17
14	\$ 1,578,079.69	\$ 103,927.37	\$ 1,682,007.06	\$ 773,066.84	\$ 150,420.70	\$ 152,359.27	\$ 1,075,846.81	\$ 908,940.22
13	\$ 759,119.83	\$ (111,127.66)	\$ 647,992.17	\$ 258,589.30	\$ 43,338.72	\$ 29,766.58	\$ 331,694.60	\$ 389,402.87
12	\$ 693,023.94	\$ (155,149.68)	\$ 537,874.26	\$ 196,553.96	\$ 18,888.34	\$ 10,185.62	\$ 225,627.92	\$ 341,320.30
11	\$ 631,556.26	\$ (158,809.69)	\$ 472,746.57	\$ 174,897.07	\$ 11,798.48	\$ 6,161.89	\$ 192,857.44	\$ 297,849.50
10	\$ 605,391.03	\$ (281,139.22)	\$ 324,251.81	\$ 73,383.27	\$ 6,193.26	\$ 3,715.64	\$ 83,292.17	\$ 250,868.54
09	\$ 581,353.50	\$ (334,284.69)	\$ 247,068.81	\$ 65,027.00	\$ 6,085.37	\$ 2,679.16	\$ 73,791.53	\$ 182,041.81
08	\$ 587,734.40	\$ (410,763.81)	\$ 176,970.59	\$ 8,283.05	\$ 5,876.04	\$ 2,057.13	\$ 16,216.22	\$ 168,687.54
07	\$ 191,892.59	\$ (813.63)	\$ 191,078.96	\$ 5,098.08	\$ 3,567.10	\$ 897.17	\$ 9,562.35	\$ 185,980.88
06	\$ 127,543.57	\$ -	\$ 127,543.57	\$ 7,048.29	\$ 5,946.55	\$ 1,933.30	\$ 14,928.14	\$ 120,495.28
05	\$ 142,756.89	\$ (354.15)	\$ 142,402.74	\$ 3,689.86	\$ 4,597.87	\$ 1,571.03	\$ 9,858.76	\$ 138,712.88
04	\$ 65,622.10	\$ (226.97)	\$ 65,395.13	\$ 2,185.20	\$ 3,039.07	\$ 1,042.72	\$ 6,266.99	\$ 63,209.93
03	\$ 48,382.85	\$ (87.39)	\$ 48,295.46	\$ 1,654.30	\$ 2,519.44	\$ 625.80	\$ 4,799.54	\$ 46,641.16
02	\$ 32,774.61	\$ (5.07)	\$ 32,769.54	\$ 669.71	\$ 1,080.44	\$ 251.31	\$ 2,001.46	\$ 32,099.83
01	\$ 30,373.59	\$ -	\$ 30,373.59	\$ 700.79	\$ 1,168.36	\$ 257.10	\$ 2,126.25	\$ 29,672.80
00	\$ 26,210.82	\$ -	\$ 26,210.82	\$ 653.86	\$ 1,233.67	\$ 282.83	\$ 2,170.36	\$ 25,556.96
99	\$ 27,765.44	\$ -	\$ 27,765.44	\$ 1,165.78	\$ 2,373.57	\$ 530.89	\$ 4,070.24	\$ 26,599.66
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 1,142.99	\$ 2,440.07	\$ 537.46	\$ 4,120.52	\$ 18,175.71
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 707.96	\$ 1,590.70	\$ 344.80	\$ 2,643.46	\$ 16,608.50
96	\$ 16,372.69	\$ (9.38)	\$ 16,363.31	\$ 646.77	\$ 1,527.62	\$ 326.15	\$ 2,500.54	\$ 15,716.54
95	\$ 8,069.69	\$ -	\$ 8,069.69	\$ 841.64	\$ 2,094.75	\$ 440.46	\$ 3,376.85	\$ 7,228.05
94	\$ 5,144.31	\$ -	\$ 5,144.31	\$ 292.42	\$ 763.30	\$ 158.35	\$ 1,214.07	\$ 4,851.89
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ -	\$ -	\$ -	\$ -	\$ 2,639.02
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ 38.53	\$ 14.26	\$ 7.92	\$ 60.71	\$ 3,785.10
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,311.02	\$ 3,981.63	\$ 793.89	\$ 6,086.54	\$ 9,955.56
<b>Totals</b>	<b>\$179,230,061.90</b>	<b>\$ 5,225,468.98</b>	<b>\$184,455,530.88</b>	<b>\$ 178,219,937.18</b>	<b>\$918,799.53</b>	<b>\$392,394.89</b>	<b>\$179,531,131.60</b>	<b>\$6,235,593.70</b>

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

<b>MONTH</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
<b>DEC</b>	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
<b>JAN</b>	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
<b>FEB</b>	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
<b>MAR</b>	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
<b>APR</b>	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
<b>MAY</b>	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
<b>JUNE</b>		98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
<b>JULY</b>		98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
<b>AUG</b>		99.0%	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  
2015-16 TAX COLLECTIONS  
AS OF MAY 31, 2016**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 5/31/2016</b>	<b>% OF BUDGET COLLECTED</b>
2015	2015-2016	\$175,920,949	\$176,642,289	100.41%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$1,577,648	73.38%
<b>TOTAL</b>		<b>\$178,070,949</b>	<b>\$178,219,937</b>	<b>100.08%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF MAY 31, 2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 176,642,289
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,574,313
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 773,067	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 103,927	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 258,589		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (111,128)		
4 Collections	\$ 199,270	\$ 308,264	\$ 196,554			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (155,150)			
5 Collections	\$ 268,598	\$ 174,897				
Adj. To Roll	\$ 527,967	\$ (158,810)				
6 Collections	\$ 73,383					
Adj. To Roll	\$ (281,139)					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 134,007,144	\$ 137,803,463	\$ 141,812,589	\$ 149,218,677	\$ 160,993,495	\$ 176,642,289
<b>ADJUSTED TAX ROLL</b>	\$ 134,258,011	\$ 138,101,312	\$ 142,153,909	\$ 149,608,080	\$ 161,902,435	\$ 179,590,843
<b>BALANCE TO BE COLLECTED</b>	\$ 250,867	\$ 297,849	\$ 341,320	\$ 389,403	\$ 908,940	\$ 2,948,553
<b>ADJ. TAXABLE VALUE</b>	\$ 9,838,995,365	\$ 9,934,988,841	\$ 10,226,532,056	\$ 10,762,784,071	\$ 11,647,238,225	\$ 12,919,739,769
<b>TOTAL % COLLECTIONS AS OF MAY 31, 2016</b>	99.8%	99.8%	99.8%	99.7%	99.4%	98.4%
<b>TAX RATE</b>	1.36455	1.39005	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.

Drymalla Construction (Fulshear High)	Application # 24	<b>\$ 1,746,768.80</b>
Drymalla Construction (Leaman Jr. High)	Application # 24	<b>\$ 795,609.80</b>
Engineered Air Balance (Fulshear HS)	Application # 8	<b>\$ 10,925.00</b>
Engineered Air Balance (Leaman JHS)	Application # 6	<b>\$ 29,640.00</b>
Gamma Construction (Bentley Elementary)	Application # 7	<b>\$ 522,025.00</b>
Gilbane (2011 Bond Program)	Application # 49	<b>\$ 92,500.00</b>
Kelly Kaluza & Assoc. (Huggins Elementary)	Application # 1	<b>\$ 8,560.00</b>
PBK Architects (Arredondo Elementary)	Application # 14	<b>\$ 4,425.19</b>
PBK Architects (Arredondo Elementary)	Application # 15	<b>\$ 10,827.86</b>
PBK Architects (Bentley Elementary)	Application # 6	<b>\$ 11,228.79</b>
PBK Architects (Bentley Elementary - Reimbursables)	Application # 6	<b>\$ 836.00</b>
PBK Architects (Lindsey Elementary)	Application # 5	<b>\$ 28,639.59</b>
PBK Architects (Lindsey Elementary - Reimbursables)	Application # 1	<b>\$ 9,115.00</b>

Sterling Structures, Inc. (Bowie Elementary)	Application # 2	\$	<b>5,000.00</b>
Traffic Engineers (Lindsey Elementary)	Application # 1	\$	<b>13,000.00</b>
VLK Architects (New Ag Barn)	Application # 1	\$	<b>7,890.00</b>
VLK Architects (New Ag Barn)	Application # 2	\$	<b>7,890.00</b>

Resource person: Kevin McKeever, Administrator for Operations



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

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

### **Work Request Summary for May, 2016:**

- The Department completed 1609 requests
- The Department received 223 requests for the month

### **Maintenance:**

The Maintenance Department assisted by:

- Replacing broken gym bleacher seats at Briscoe Junior High
- Cleaning the ice machine in the teachers' lounge at Hutchison Elementary, Beasley Elementary, Velasquez Elementary, Thomas Elementary, Jane Long Elementary and Bowie Elementary
- Caulking the windows and installing a door sweep in the teachers' lounge at Hutchison Elementary
- Relocating cabinets to the portables at the Alternative Learning Center
- Installing a pencil sharpener and a cabinet handle in a classroom at Hubenak Elementary
- Hanging banners in the main hallway at Wessendorff Middle
- Installing a speed bump in the parking lot at Foster High
- Replacing bulbs in the hallway at Austin Elementary
- Repairing a desk drawer in a classroom at Hutchison Elementary
- Replacing the bulbs on the outside of the building at the Natatorium
- Installing a new pencil sharpener in a classroom at Hubenak Elementary
- Resetting the electrical breaker in a classroom at Frost Elementary
- Boarding up a window at Smith Elementary
- Adjusting the gate to the playground at Jane Long Elementary
- Installing a door stop on the door to the portable at Bowie Elementary
- Replacing floor tiles in the cafeteria at Bowie Elementary
- Replacing ceiling tiles in the teachers work room at Hubenak Elementary
- Repairing the classroom keyboard trays throughout the school at Hubenak Elementary
- Repainting the stripes and metal poles in the service yard area at Foster High
- Relocating the projector screen in a classroom at Lamar Junior High
- Replacing light bulbs throughout the school at Lamar Junior High
- Removing weeds from the gutters around the press box at the baseball field at Foster High
- Repairing the toilet drain at Terry High

- Repairing a urinal drain at Navarro Middle
- Repairing the marquee at Wertheimer Middle
- Installing a receptacle for the new copy machine at Hubenak Elementary
- Replacing the intercom system call button at Reading Junior High
- Repairing the intercom system at Terry High
- Adding a hydraulic door closer to an office at George Junior High
- Replacing the fire alarm system smoke detector at Lamar Consolidated High
- Replacing window glass at Smith Elementary
- Unstopping the sanitary sewer backup in the kitchen at Bowie Elementary
- Replacing the lavatory faucet at the Development Center
- Repairing light fixtures in the cafeteria at McNeill Elementary
- Responding to a call out for no power at Seguin Early Childhood Center
- Replacing the sound system microphone in the press box at Traylor Stadium
- Reprogramming the intercom system bell schedule at Navarro Middle
- Repairing the speaker at Traylor Stadium
- Replacing the hydraulic door closer at Lamar Consolidated High
- Creating and delivering keys to various campuses
- Adjusting the door contacts on the security system at McNeill Elementary
- Covering the windows for the school dance at George Junior High
- Assembling carts in the front office at Dickinson Elementary
- Performing annual AED inspections district-wide
- Repairing the teachers desk leg in a classroom at George Junior High
- Hanging a picture outside of the dance room at Lamar Consolidated High
- Repairing a keyboard tray in a classroom at Dickinson Elementary
- Cleaning out the ice machine at Huggins Elementary
- Removing the backdrop from the stage in the gym at Campbell Elementary
- Repainting the paw prints on the driveway at Arredondo Elementary
- Replacing ceiling tiles in the boys restroom at Hubenak Elementary
- Assembling a storage unit at the Administration Annex
- Securing the chalkboard to the wall in a classroom at Foster High
- Repairing a partition in the boys restroom at Adolphus Elementary
- Repairing the hinge on a cabinet door in the office at Pink Elementary
- Replacing the door sweep in a classroom at Navarro Middle
- Hanging a banner outside of the library at Hutchison Elementary
- Hanging artwork in the front office at Hutchison Elementary
- Repairing a keyboard tray in an office at Pink Elementary
- Repairing and repainting the bench on the playground at Jane Long Elementary
- Repairing the screen on the gym stage at Hubenak Elementary
- Replacing shingles on the portable building at Thomas Elementary
- Installing a new latch in the coaches' restroom at Reading Junior High
- Installing a latch on the handicap stall in the restroom at Thomas Elementary
- Hanging the trash can on the wall in the boys restroom at Lamar Consolidated High
- Repairing the disposal in the culinary arts kitchen at Terry High

- Repairing faucets in the kitchen at Wertheimer Middle
- Responding to the afterhours callout of no electrical power at George Ranch High and Briscoe Junior High
- Repairing the sound system on the stage at Lamar Junior High
- Operating sound and lights for a talent show at Lamar Consolidated High
- Repairing the fire alarm system at McNeill Elementary
- Repairing the fire alarm system magnetic door device at Arredondo Elementary
- Repairing the security alarm system at McNeill Elementary
- Replacing the security alarm system battery at Thomas Elementary
- Replacing a window in the old gym at Jane Long Elementary
- Performing bi-annual AED inspections throughout the District
- Replacing water filters and cleaning ice machines at the field houses throughout the District
- Repairing the ceiling grid in a portable at Beasley Elementary
- Repairing cove base and replacing lightbulbs in a classroom at Terry High
- Hanging a picture in the girls locker room at Terry High
- Mounting the AED inside the press box at Foster High
- Replacing the countertop in the kitchen at Satellite Transportation
- Repairing the vinyl walls in a classroom at Hutchison Elementary
- Removing the black paper from the windows of the cafeteria at George Junior High
- Installing a paper towel dispenser in the teachers' lounge at George Junior High
- Installing bulletin boards in the attendance office at Briscoe Junior High
- Installing blinds in an office at Brazos Crossing
- Tightening table legs in a classroom at Navarro Middle
- Replacing a seat in the cafeteria at Navarro Middle
- Repainting the longhorns on the sidewalk in the front parking lot area at Ryon Middle
- Installing cove base around a sink in the custodial rooms at Velasquez Elementary
- Changing the water filter and cleaning the ice machine in the teacher lounge at Travis Elementary
- Removing blinds and repairing trim in a classroom at Travis Elementary
- Replacing the ceiling tile grid in a portable building at Travis Elementary
- Repairing the drywall and repainting it in an office at Travis Elementary
- Repairing the ceiling tile grid in a classroom at Pink Elementary
- Replacing blinds in the cafeteria lounge at McNeill Elementary
- Placing anti-strips on the ramps to the portable buildings at Hubenak Elementary
- Relocating the fire proof file cabinets from one classroom to another at Terry High
- Changing the water filter and cleaning the ice machine at Taylor Ray Elementary
- Repainting the walls in multiple classrooms at Taylor Ray Elementary
- Installing a pencil sharpener in a classroom at Dickinson Elementary
- Adjusting the fence gate to the playground at Huggins Elementary

- Replacing the water filter in the ice machine at Dickinson Elementary
- Repainting two rooms at Common Threads
- Relocating the bulletin board from the staff lounge and moving it to the front office at Jane Long Elementary
- Installing stop signs in the parking lot at Foster High
- Installing a paper towel dispenser in men's restroom at Satellite Transportation
- Re-adjusting the keyboard tray in a classroom at Hubenak Elementary
- Repainting a table in the bus drop area at Campbell Elementary
- Repairing the cracked sidewalk at Austin Elementary
- Installing closet shelves in a classroom at Velasquez Elementary
- Repairing a pencil sharpener in a classroom at Hubenak Elementary
- Removing the balls from the canopy and rooftop at Thomas Elementary

## **Energy Management**

Energy assisted by:

- Awaiting approval on the controls package for the food service kitchens
- Completing interviews with the companies that submitted a RFQuote for the HVAC agreement
- Receiving numbers from each candidate to assist in making the final decision
- Receiving updated pricing for JCI Controls
- Attending the Foster Domestic Water Well Meeting with Engineers assigned for the 2014 Bond
- Attending the HVAC Controls Meeting with Engineers assigned for the 2014 Bond
- Submitting out final selection of interviewers to Purchasing for the award decision
- Requesting for approval of the company to be presented at the Board Meeting
- Sending requests to principals to schedule their Energy Saving Day for the 2017 school year
- Adjusting schedules to make room for the event at a majority of the schools
- Passing off the exterior lighting and chiller projects to Vanir/Rice and Gardner
- Scanning controls of all locations to insure temperature settings are good and units are running as scheduled
- Continuing to see mass District use of FS Direct
- Adjusting Energy Days for schools that need that day for an event
- Observing the operation of HVAC equipment district wide
- Observing small appliances; their location in the building and the safety of the way they are receiving power
- Receiving appliance permit applications from District locations
- Reworking calling tree for call-outs by location after-hours
- Continuing to track use of utilities district wide

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

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Setting up and cleaning after the speech debate held at Lamar Consolidated High
- Scrubbing floors and decks around the pool at the Lamar Consolidated Natatorium
- Extracting carpets at Pink Elementary and Smith Elementary
- Polishing and removing rust from the flag poles at the Lamar Consolidated Natatorium
- Setting up and cleaning after the choir concert at Adolphus Elementary
- Extracting carpets at Hutchison Elementary
- Disinfecting classrooms throughout at Arredondo Elementary
- Extracting carpets at Beasley Elementary and Taylor Ray Elementary
- Deep cleaning restrooms at Huggins Elementary
- Removing wasps from Meyer Elementary, Williams Elementary, Huggins Elementary and Austin Elementary
- Providing rodent control at Lamar Consolidated High and Bowie Elementary
- Applying ant control at Hubenak Elementary, Lamar Junior High and Dickinson Elementary
- Assisting The Bug Man in providing pest control throughout the district
- Mowing at campuses district wide
- Delivering tables and chairs to Foster High, Lamar Consolidated High, Terry High, Reading Junior High and Briscoe Junior High
- Painting the softball and baseball fields for playoff games
- Cutting football lines on the practice field at Lamar Junior High
- Preparing for Surfs Up at the Fort Bend County Fair Grounds
- Picking up tables from the fair grounds and delivering them to Taylor Ray Elementary and Bowie Elementary
- Setting up and cleaning after a tournament held at Traylor Stadium
- Cleaning carpets and disinfecting classrooms throughout the school at Smith Elementary
- Cleaning after the family fun night at Austin Elementary
- Setting up and taking down chairs for a meeting held at Adolphus Elementary
- Setting up tables at chairs for testing at Foster High
- Deep scrubbing the floors at Traylor Ray Elementary
- Setting up for a banquet in the cafeteria at Reading Junior High
- Cleaning the restrooms, ticket booth, concession stands and locker rooms after the playoff games held at the Lamar Consolidated baseball complex

- Providing rodent control at Lamar Consolidated High and the Development Center
- Applying roach control at Navarro Middle and George Ranch High
- Removing wasps from Williams Elementary and Huggins Elementary
- Removing bees from Huggins Elementary and Austin Elementary
- Setting up and taking down chairs for a banquet at Terry High
- Cleaning the choir room after tryouts at George Junior High
- Setting up and taking down chairs for a school program at Hubenak Elementary
- Cleaning after a swim meet at the Lamar Consolidated Natatorium
- Setting up and taking down chairs after a dance recital at Campbell Elementary
- Cleaning after the fashion show held at Jackson Elementary
- Setting up and taking down tables and chairs for the Mother's Day event at Dickinson Elementary
- Delivering tables and chairs to Briscoe Junior High
- Cleaning after a banquet at Foster High
- Relocating various items throughout the school in prep for the end of the year district-wide
- Painting the fields for football games at Terry High
- Stripping and refinishing floors in two classrooms at the Special Needs Center
- Setting up tables and chairs for the Sports Banquet at George Junior High
- Cleaning during and after the football program held at the field house at Terry High
- Setting up and taking down chairs and cleaning after the program at Hubenak Elementary
- Setting up and taking down tables and chairs for the graduation at Bowie Elementary
- Setting up and taking down chairs for the choir event held at McNeill Elementary
- Setting up tables and chairs Tuesday thru Friday for multiple events held at Campbell Elementary
- Setting up and taking down chairs for the play at Ryon Middle
- Cleaning during and after the Theater Banquet held at George Ranch High
- Setting up and cleaning after Election Day at Dickinson Elementary
- Providing ant control at McNeill Elementary
- Removing bats from Travis Elementary and George Junior High
- Removing wasps from Jackson Elementary
- Providing bee control at the Development Center
- Setting up for the track meet at George Ranch High
- Relocating tables to various schools throughout the District
- Moving choir risers from Foster High to Huggins Elementary
- Creating the additional parking lot at Hubenak 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)



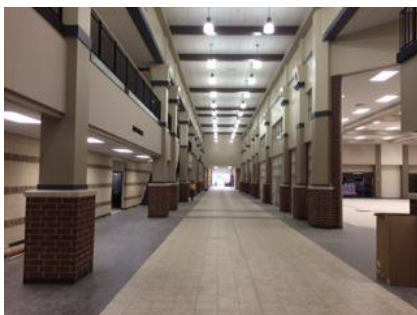
**10.B.#7a. – PLANNING  
BOARD REPORT  
JUNE 14, 2016**

**Monthly Report  
2011 Bond Program**

**EXECUTIVE SUMMARY**

**EXECUTIVE REPORT**

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
<b>NEW FACILITIES</b>	195,237,324.00	10,070,558.69	15,713,618.20	169,453,147.11
<b>EXISTING FACILITIES</b>	23,734,459.00	146,866.95	4,778,974.62	18,808,460.67
<b>LAND</b>	2,918,653.00	1,600.00	294.19	2,916,758.81
<b>TRANSPORTATION</b>	6,100,779.00	-	836,905.00	5,263,874.00
<b>TECHNOLOGY</b>	21,168,000.00	17,763.29	2,536,421.63	3,951,362.55
<b>MISCELLANEOUS</b>	-	-	-	-
<b>TOTAL</b>	<b>249,159,215.00</b>	<b>10,236,788.93</b>	<b>23,866,213.64</b>	<b>200,393,603.14</b>



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

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

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

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

Project meetings with PBK, Drymalla, Gilbane, and LCISD are continuing on a bi-weekly basis.

- ❖ Punch list walks for both schools are ongoing and near completion. Final punch walk with Drymalla, PBK, and Gilbane are scheduled this month.
- ❖ Smart boards, projectors, casework, and marker board installations are installed.
- ❖ All lockers have been delivered and 100% installed.
- ❖ Fire Marshall's Final Inspections are scheduled. Drymalla has completed the items noted on previous inspection.
- ❖ MDF and IDF rooms are ongoing.
- ❖ Lighting and chairs are complete in the auditorium.
- ❖ Gym floors are complete. Bleachers, scoreboards, and final paint complete.
- ❖ Track has been filled, tested, and asphalt is complete. Final rubberized asphalt is being installed and ongoing.
- ❖ Long jump and shot put areas are ongoing.
- ❖ Competition football field is sodded, scoreboard, goal post, bleachers, press box all installed.
- ❖ Tennis court surfacing is complete. Netting is installed.
- ❖ Baseball competition fencing is complete, bleachers and press box is installed.
- ❖ Baseball field netting is installed.
- ❖ Site sodding and hydro-mulch is ongoing and near complete.
- ❖ Parking and Fire Lane striping is 95% complete.
- ❖ Tie in to FM 1093 is complete.
- ❖ Detention pond work is ongoing. All compaction testing exceeded specified limits. Contractor is currently seeding and hydro mulching the pond banks.
- ❖ Fire alarm testing is waiting for sign off by Fire Marshall final inspection.
- ❖ Health department initial inspected complete. Punch list items are complete and ready for final inspection this month.
- ❖ Approximately 99% of the site paving is complete.





Fieldhouse

- ❖ Installation of ceiling tile is 99% complete.
- ❖ Casework is 99% complete.
- ❖ CMU walls are installed. Finish paint is complete.
- ❖ All lockers are installed.
- ❖ Restroom partitions and accessories are complete.

**Dean Leaman JHS**



- ❖ Floor tile in the cafeteria is complete. Fur downs, lighting fixtures, and ceiling tile are installed.
- ❖ Finish painting ongoing down Main Street.
- ❖ Gym flooring is complete and final sealed, finish paint is complete. Scoreboards and bleachers are installed.
- ❖ Case work is 99% complete.
- ❖ Restroom partitions, epoxy flooring, and accessories are complete.
- ❖ Smart boards, projectors, casework, and marker boards installation are complete.
- ❖ Punch list walks for both schools are ongoing and near completion. Final punch walk with Drymalla, PBK, and Gilbane are scheduled this month.



**Satellite Transportation Center Phase II:**

- ❖ Certificate of Occupancy was issued February 9, 2016.

*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.*

**New AG Barn #2:**

- ❖ Construction documents are currently being prepared by VLK.
- ❖ Plat has been approved by City of Houston Planning and will be presented to City Council next month.



*Ag Barn #2 is a new 15,600 sf facility located on FM 359.*



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, 2016: \$968,368.51*



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, 2016: \$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, 2016: \$1,000,871.28*



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, 2016: \$1,083,368.69*

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

The project included the replacement of the turf & 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, 2016: \$495,714.05*



**BF Terry High School**

### **Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & 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, 2016: \$600,993.12*

**George Junior High School**



**Lamar High School**

*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, 2016: \$423,579.04*



**Bowie Elementary School**

*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 May1, 2016: \$13,575.35*



**Jackson Elementary School**

*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, 2016: \$184,453.45*

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

*Uncommitted funds as of June 1, 2016: \$658,591.95*



Alternative Learning Center

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

*Alternative Learning Center (Rosenberg, TX):* The project included a 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, 2016: \$20,652.00*



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, 2016: \$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, 2016: \$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, 2016: \$13,575.35*



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, 2016: \$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, 2016: \$18,379.72*



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, 2016: \$19,602.13*

*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, 2016: \$16,764.57*



Arredondo Elementary School

**Arredondo Elementary School (Richmond TX):**

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX  
*Uncommitted funds as of June 1, 2016: 1,668,190.94*



Traylor Stadium

**The Traylor Stadium:**

This 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.  
*Uncommitted funds as of June 1, 2016: \$521,731.17*



Meyer Elementary

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

*Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 1, 2016:\$7,342.99*

*Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 1, 2016:\$ 11,091.00*

*Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 1, 2016: \$7,743.00*



Navarro MS

*Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy. Uncommitted funds as of June 1, 2016: \$29,019.00*

*Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler. Uncommitted funds as of June 1, 2016:\$21,698.57*



Dickinson Elementary

*Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of June 1, 2016: \$247,843.00*

*Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.*

*Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting. Uncommitted funds as of June 1, 2016: \$33,513.01*

*Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of June 1, 2016: \$6,580.82*



**Seguin Early Childhood Center**

*Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas. Uncommitted funds as of June 1, 2016: \$53,371.11*

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	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
<b>New Elementary Schools</b>																																																					
Adolphus Elementary	\$ 15,710,070	[Timeline bar]																																																			
Arredondo Elementary	\$ 18,738,620	[Timeline bar]																																																			
<b>New Middle/ Jr High Schools</b>																																																					
Polly Ryon Middle School	\$ 15,455,109	[Timeline bar]																																																			
Leaman Junior High	\$ 41,386,418	[Timeline bar]																																																			
<b>New High School</b>																																																					
Fulshear High School	\$ 82,201,089	[Timeline bar]																																																			
<b>New Support Facilities</b>																																																					
Natorium	\$ 13,014,256	[Timeline bar]																																																			
Satellite Transportation Phase 2	\$ 3,599,370	[Timeline bar]																																																			
CTE - New Ag Barn	\$ 3,316,295	[Timeline bar]																																																			
Lamar HS Baseball/Softball	(Funded from 06)	[Timeline bar]																																																			
<b>Existing Facilities</b>																																																					
GRHS Shell Build-Out	\$ 2,509,191	[Timeline bar]																																																			
Traylor Stadium Improvements	\$ 3,033,608	[Timeline bar]																																																			
Traylor Stadium - Track & Turf	\$ 980,560	[Timeline bar]																																																			
Austin Elementary	\$ 816,000	[Timeline bar]																																																			
Dickinson Elementary	\$ 108,000	[Timeline bar]																																																			
Huggins Elementary	\$ 480,000	[Timeline bar]																																																			
Pink Elementary	\$ 48,000	[Timeline bar]																																																			
Seguin Elementary	\$ 940,800	[Timeline bar]																																																			
Williams Elementary	\$ 312,900	[Timeline bar]																																																			
Bowie Elementary	\$ 366,000	[Timeline bar]																																																			
Cambell Elementary	\$ 42,000	[Timeline bar]																																																			
Frost Elementary	\$ 66,000	[Timeline bar]																																																			
Jackson Elementary	\$ 1,440,000	[Timeline bar]																																																			
Meyer Elementary	\$ 540,000	[Timeline bar]																																																			
Travis Elementary	\$ 1,237,200	[Timeline bar]																																																			
Beasley Elementary	\$ 150,000	[Timeline bar]																																																			
Taylor Ray Elementary	\$ 402,000	[Timeline bar]																																																			
Smith Elementary	\$ 18,000	[Timeline bar]																																																			
Navarro Middle School	\$ 247,200	[Timeline bar]																																																			
Wessendorff Middle School	\$ 64,800	[Timeline bar]																																																			
George Junior High School	\$ 2,671,800	[Timeline bar]																																																			
George Junior High School - CTE	\$ 95,000	[Timeline bar]																																																			
Lamar Junior High School	\$ 192,000	[Timeline bar]																																																			
Foster High School - CTE	\$ 255,000	[Timeline bar]																																																			
Lamar Consolidated High School	\$ 576,000	[Timeline bar]																																																			
Lamar Consolidated - CTE	\$ 225,000	[Timeline bar]																																																			
Terry High School	\$ 2,117,040	[Timeline bar]																																																			
Terry High School - CTE	\$ 1,900,000	[Timeline bar]																																																			
Alternative Learning Center	\$ 1,124,400	[Timeline bar]																																																			
ALC - CTE	\$ 275,000	[Timeline bar]																																																			
Agriculture Barn	\$ 558,256	[Timeline bar]																																																			
<b>Total Construction</b>	\$ 217,212,982																																																				
<b>Other Programs</b>																																																					
Land Purchase	\$ 2,700,000																																																				
Technology	\$ 21,168,000																																																				
Transportation	\$ 6,100,779																																																				
Miscellaneous	\$ 1,977,454																																																				
<b>Total Bond Program</b>	\$ 249,159,215																																																				

**LEGEND**

- Funding
- Land Purch.
- Design
- Bid & Award
- Construction
- Close-Out

200

## District Map and Directory

[www.lcisd.org](http://www.lcisd.org)

### HIGH SCHOOLS

- 1 Foster High School 832-223-3800
- 2 George Ranch High School 832-223-4200
- 3 Lamar Consolidated High School 832-223-3000
- 4 Terry High School 832-223-3400

### JUNIOR HIGH SCHOOLS

- 5 Briscoe Junior High 832-223-4000
- 6 George Junior High 832-223-3600
- 7 Lamar Junior High 832-223-3200
- 8 Reading Junior High 832-223-4400

### MIDDLE SCHOOLS

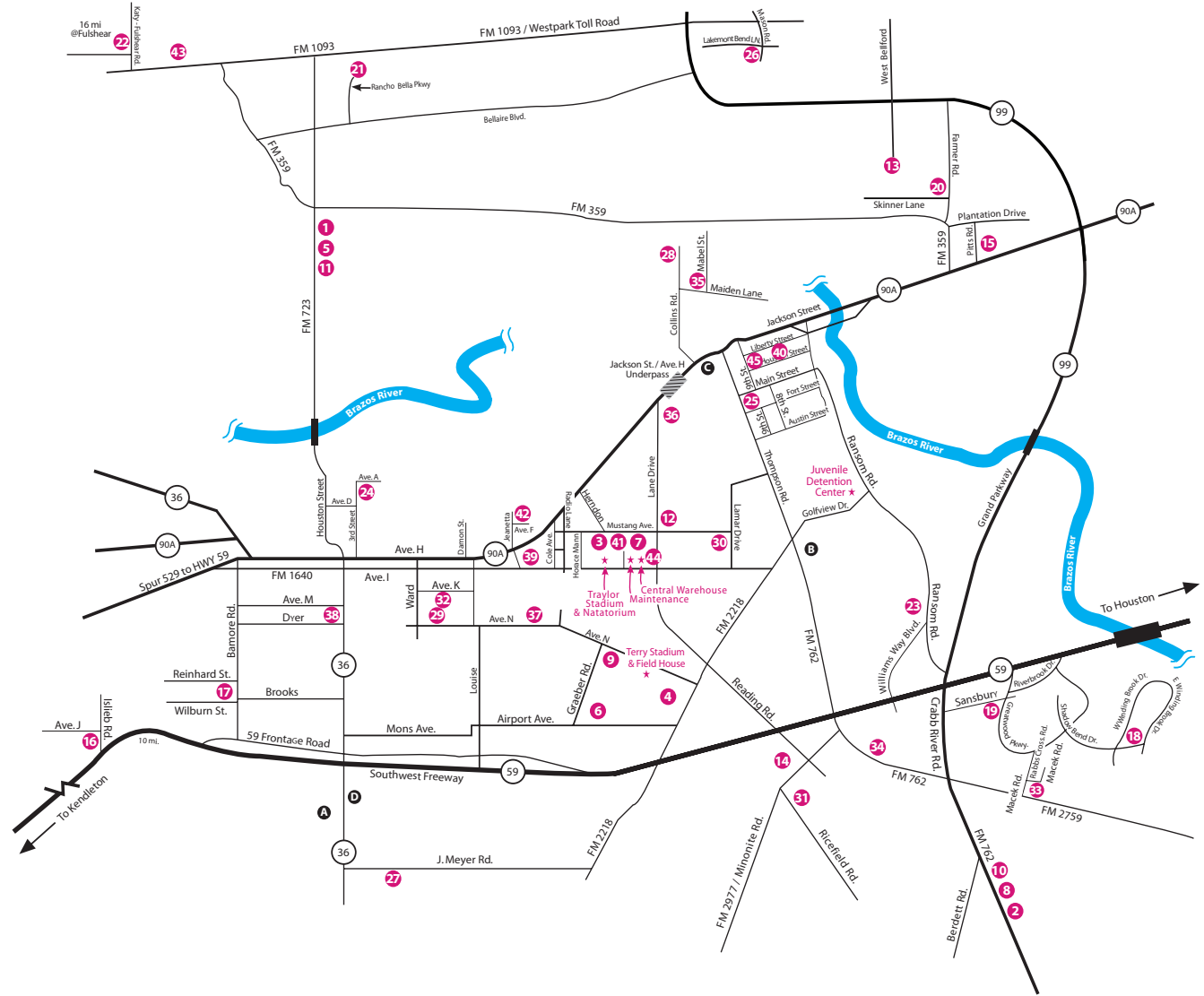
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

### ELEMENTARY SCHOOLS

- 13 Adolphus Elementary 832-223-4700
- 14 Arredondo Elementary 832-223-4800
- 15 Austin Elementary 832-223-1000
- 16 Beasley Elementary 832-223-1100
- 17 Bowie Elementary 832-223-1200
- 18 Campbell Elementary 832-223-1300
- 19 Dickinson Elementary 832-223-1400
- 20 Frost Elementary 832-223-1500
- 21 Hubenak Elementary 832-223-2900
- 22 Huggins Elementary 832-223-1600
- 23 Hutchison Elementary 832-223-1700
- 24 Jackson Elementary 832-223-1800
- 25 Long Elementary 832-223-1900
- 26 McNeil Elementary 832-223-2800
- 27 Meyer Elementary 832-223-2000
- 28 Pink Elementary 832-223-2100
- 29 Ray Elementary 832-223-2400
- 30 Smith Elementary 832-223-2300
- 31 Thomas Elementary 832-223-4600
- 32 Travis Elementary 832-223-2500
- 33 Velasquez Elementary 832-223-2600
- 34 Williams Elementary 832-223-2700

### DISTRICT FACILITIES/SPECIAL SITES

- 35 Seguin ECC 832-223-2200
- 36 1621 Place 832-223-0950
- 37 Administrative Annex 832-223-0000
- 38 Alternative Learning Center 832-223-0900
- 39 Brazos Crossing Admin Building 832-223-0000
- 40 Common Threads 832-223-0342
- 41 Development Center 832-223-0000
- 42 Fort Bend Alternative School 281-239-3431
- 43 Fulshear Transportation Center 832-223-0551
- 44 Rosenberg Transportation Center 832-223-0289
- 45 Special Needs Center 832-223-0960





**EXECUTIVE SUMMARY**

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary School (#24)	22,010,055.00	19,826,428.00	2,187,030.00	5,176,777.62	22,010,055.00
Kathleen Joerger Lindsey Elementary School (#25)	23,770,861.00	1,589,745.00	22,181,116.00	903,250.50	23,770,861.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	221,561.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	30,000.00	990,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	0.00	1,056,000.00
LCCHS Band Hall	700,000.00	30,000.00	670,000.00	30,000.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	459,328.00	596,672.00	108,960.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	491,598.00	8,364,274.00	23,400.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	491,598.00	8,364,274.00	23,400.00	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	491,598.00	8,364,274.00	23,330.00	8,855,872.00
Support Services Center	12,146,000.00	589,690.00	11,556,310.00	560,505.00	12,146,000.00
THS Band Hall	700,000.00	30,000.00	670,000.00	30,000.00	700,000.00
THS Baseball	975,000.00	48,000.00	927,000.00	26,000.00	975,000.00
<b>Sub Total - Bond Sale 1</b>	<b>114,970,936.00</b>	<b>25,181,621.00</b>	<b>89,792,718.00</b>	<b>7,186,434.12</b>	<b>114,970,936.00</b>
<b>Bond Sale 2</b>					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
Fulshear 6th Grade School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>3,266,496.00</b>	<b>77,878,602.00</b>	<b>0.00</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>196,116,034.00</b>	<b>28,448,117.00</b>	<b>167,671,320.00</b>	<b>7,186,434.12</b>	<b>196,116,034.00</b>

**PROGRAM OVERVIEW**

Vanir | Rice & Gardner are serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects, and contractors. We are the liaison between LCISD Administration, Departments and Schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

**Accomplishments This Month:**

- Held Design Charrettes for the New Elementary Schools planned for Elementary Schools #26, #27 and #28 at Arredondo Elementary.
- Completed Design Development for the Huggins Elementary School Driveway and Parking Improvements.
- Completed programming for the Practice Pools at the three high schools.
- Presented how Lamar CISD was using the Program Management Software eBuilder to San Jacinto College System who is considering a similar system.
- Started construction at Kathleen Joerger Lindsey Elementary School (#25).

## CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



### SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Substantial Completion: November 18, 2016



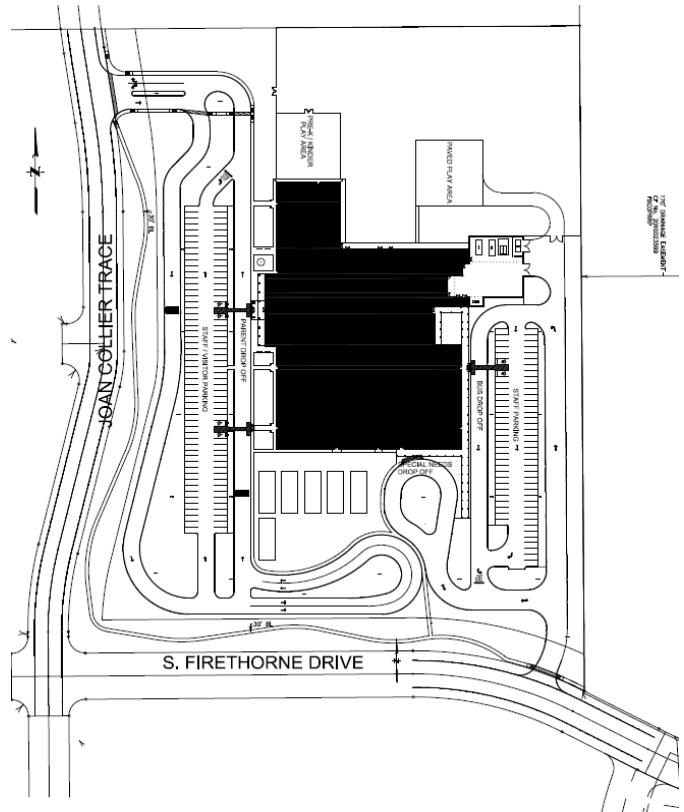
Lamar ISD Elementary School #24

Image # 160524 6067  
Date : 05.24.2016  
Rev: 888.542.0231

### OVERVIEW

- Underground utility site work is 90% complete.
- Grade beam placement is approximately 75% complete with another 5% being formed.
- Erection of steel framing has begun and is approximately 10% complete.
- Concrete paving on the parking lots and drives is approximately 60% complete.
- Continued rain has further slowed the progress of the work. Contractor will revise the sequence of construction to make up the lost time.
- As of 5/30/16, the construction contract is approximately 27% complete.

## KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



### **SCHEDULE MILESTONES**

- Current Phase: Construction Documents
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

### **OVERVIEW**

- The site is located in the Firethorne Subdivision in the north area of the District.
- Drymalla Construction was awarded the construction contract at the April Board Meeting.
- Notice to Proceed was issued on April 22, 2016.
- Clearing and grubbing of the site is complete.
- Submittals status 20% complete.
- MUD approval to complete permitting is in progress.

## NEW ELEMENTARY SCHOOL #26 & #27



### OVERVIEW

- VLK Architects was selected in March 2016 for the design of new Elementary Schools #26, #27 and #28.
- Reviews of curriculum and the educational delivery methods used by Lamar CISD were completed.
- A Building Committee was selected and has been actively assisting the architects to vision how a new school should be designed to meet the needs of the District.
- A concept design has been developed using a "Design Charrette" process with the Building Committee.
- Refinement of the Design concept is progressing. VLK Architects will be presenting developed conceptual designs in June.
- Sites have not yet been identified for these schools.

### SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Contract Completion: Third Quarter 2018

## PINK ELEMENTARY SCHOOL



### OVERVIEW

#### **Pink Elementary School Repairs**

- Work to repair Pink Elementary School will be broken into two phases:
- Phase 1 will replace damaged underground storm/sanitary piping and repair exterior sealants, roofing and concrete work during the summer of 2016.
- Phase 2 will repair the cracks in exterior and interior walls, adjust ceilings, adjust doors that need alignment and re-level some floor areas.

### SCHEDULE MILESTONES

- Current Phase: Design Development

#### Phase 1 Plumbing Repairs

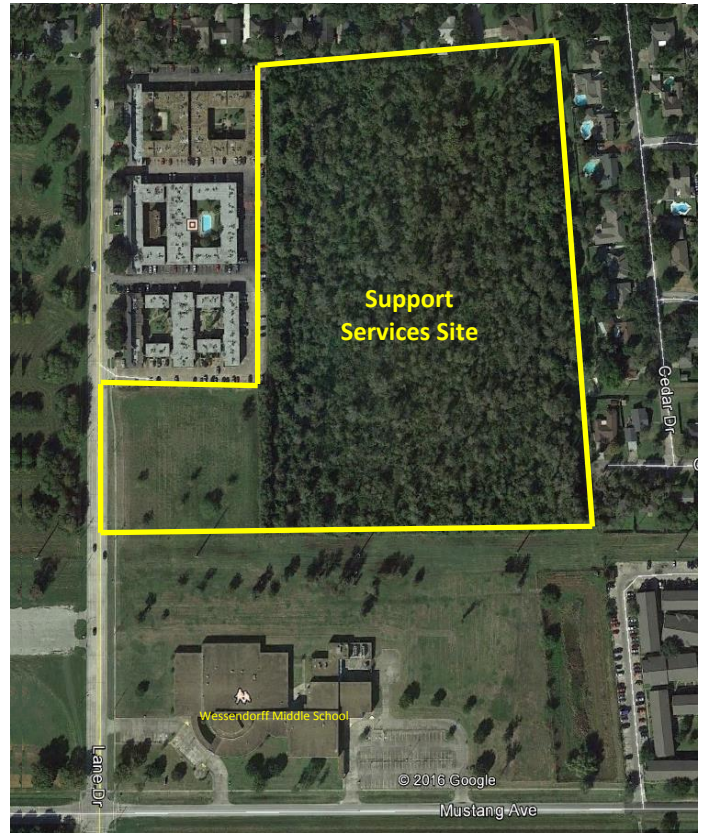
#### Exterior Building repairs for water intrusion

- Construction Start: June 2016
- Construction Completion: August 2016

#### Phase 2 Crack Repairs

- Construction Start: June 2017
- Construction Completion: August 2017

## SUPPORT SERVICES CENTER



*The Support Services facility project will provide space to expand Purchasing & Materials Management, Food Service Support, Maintenance & Operations and Graphic Arts*

### **SCHEDULE MILESTONES**

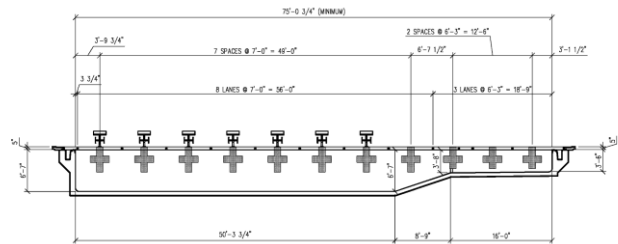
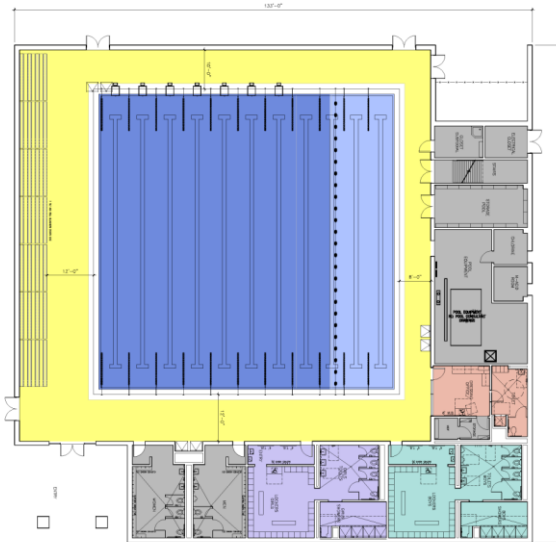
- Current Phase: Programming
- Construction Start: 4<sup>th</sup> Quarter 2016
- Construction Completion: 3<sup>rd</sup> Quarter 2017

### **OVERVIEW**

- Preliminary construction costs estimates have been received and the Building Committee has reviewed the planned scope of work.
- The scope has evolved to a combination of new structures to house Maintenance on the new site, and to renovate the existing structures to house the other Support Services functions.
- Schematic Design is ongoing based on the selected concept.

# PRACTICE POOLS

George Ranch High School  
Foster High School  
Fulshear High School



## SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Under Review
- Construction Completion: Under Review

## OVERVIEW

- The Program Development phase has been completed and has established:
  - Site locations of the Practice Pools at each campus.
  - The building size and pool configuration.
- The Board has approved the Program and authorized the Design Phase to commence.

## BASEBALL COMPLEX

### Terry High School



#### **SCHEDULE MILESTONES**

- Current Phase: Program Development
- Construction Start: 3<sup>rd</sup> Quarter 2016
- Construction Completion: 2<sup>nd</sup> Quarter 2017

#### **OVERVIEW**

- Building Committee has continued to meet to finalize the scope of the work.
- Conceptual design and cost breakdown has been reviewed by the Building Committee.
- The prioritization of the Baseball / Softball complex improvements has been ongoing and will require some work to be provided through Maintenance & Operations.



## **BAND HALL ADDITIONS**

### **Lamar Consolidated High School**

### **Terry High School**



Lamar Consolidated High School Band Hall Addition



Lamar Consolidated High School Band Hall Addition



Terry High School Band Hall Addition



Terry High School Band Hall Addition

### **SCHEDULE MILESTONES**

- Current Phase: Program Development
- Construction Start: 4<sup>th</sup> Quarter 2016
- Construction Completion: 3<sup>rd</sup> Quarter 2017

### **OVERVIEW**

- Building Committee has continued to meet to finalize the scope of the work at both schools to provide a new Rehearsal Hall on each campus.
- A conceptual design based on the Building Committee's program requirements is being finalized.

## SATELLITE AG BARN #3

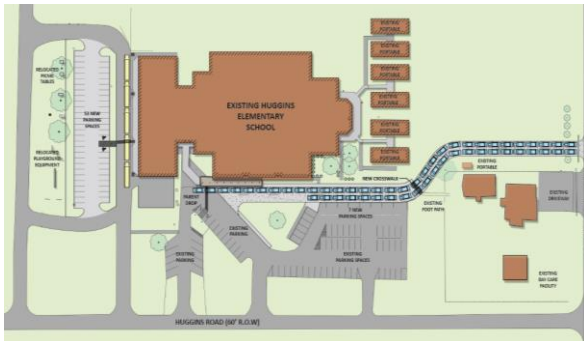
### SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection
- Construction Completion: TBD

### OVERVIEW

- A detailed program of requirements and building area requirements have been developed by the Architects following multiple meetings with the Building Committee.
- Satellite Ag Barn #2 and #3 are being programmed together.
- A Site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

## HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



### SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 4<sup>th</sup> Quarter 2016
- Construction Completion: 2<sup>nd</sup> Quarter 2017

### OVERVIEW

- Planned work will add off-street parent drop-off / pick-up to relieve the traffic congestion on the streets leading up to the school.
- Additional on-site parking is also planned.
- A traffic study is being performed to review the traffic counts at all points to confirm the design will improve congestion at the site.
- Work is planned to begin in the Fall 2016.

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## FOSTER HIGH SCHOOL WATER PLANT UPGRADES



### OVERVIEW

- Have met with KCI Technologies to outline the scope of work for the upgrades.
- Plan is to add a new water well and storage tank to provide sufficient capacity for the 3 school campus.

### SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: TBD
- Construction Completion: TBD

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## HVAC WEB-BASED CONTROLS



### OVERVIEW

- Have met with Estes, McClure & Associates to outline the scope of work for the controls project.
- 8 schools changing from dial-up modem to web-based controls.
- Will require changing of control modules throughout schools.

### SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: TBD
- Construction Completion: TBD

## FUTURE PROJECTS

### OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
  - a. **Elementary #28**
  - b. **Fulshear 6<sup>th</sup> Grade School**
  - c. **Fulshear Shell Space Build-Out**

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## COMPLETED PROJECTS

**Foster High School Baseball Scoreboard      Completed March 2016**

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**PERSONNEL CHANGES:**

During the month of April, the following changes were made:

Trainees hired:	1
Full time drivers hired:	0
Bus aides hired:	0
Drivers resigned	2
Bus Aides resigned	0

As of the date of this report, we have:

Total Drivers in Training	2
Waiting on skills test	1
Ready to take a route	2

Hiring Incentive Paid:	Employee	Referrer
Initial	3	1
Six Months	5	4

**ACCIDENTS:**

There were six (6) accidents in May

There were three (3) in April

<u>Date</u>	<u>Bus #</u>	<u>Track</u>	<u>Preventable</u>	<u>Action</u>
05/06/16	202	Lamar	Preventable	Mirror hit gate
05/09/16	412	Terry/SPED	Preventable	Bumped rear of truck
05/11/16	276	Terry	Preventable	Mirror hit mirror of truck
05/12/16	103	Lamar	Preventable	Rolled into car
05/23/16	235	Trip	Preventable	Tire scrapped truck
05/25/16	251	Foster	Preventable	Hit gate controller

**FIELD TRIPS:**

<u>Site</u>	<u>Number of Trips</u>	<u>Miles</u>
Rosenberg	348	26,694
Fulshear	52	8,036

**VEHICLE MAINTENANCE:**

The Maintenance Department responded to a total of eleven (11) breakdowns where the bus needed attention or replacement on the road.

<b>Fuel Usage (gallons)</b>	<b>Rosenberg</b>	<b>Fulshear</b>
Diesel	31,023	14,567
Unleaded	5,966	285

**ROUTING AND SCHEDULING:**

We have the following routes in operation at the present time. A full ABDE route is one route that covers A-morning elementary, B-morning secondary, D-afternoon elementary and E-secondary.

Full ABDE Routes	136
Partial Routes	28
Special Needs Routes	34
Special Needs Mid-days	28
Pre-K Mid-days	12
Doubled Runs	3

**TRAINING AND OTHER EVENTS:**

Friday, May 13, the department held its annual end of the year picnic with hamburgers and hotdogs at the Rosenberg facility. During the lunch, we gave over \$500 in cash donations to an employee whose house had burned earlier in the week. We also recognized some of our employees who had reached significant milestones in tenure with us.

**STUDENT DISCIPLINE:**

A total of 347 discipline reports were issued in May, up from 290 in April. The increase is very typical as we approach the end of the year.

Resource Persons: Kevin McKeever, Administrator for Operations  
Mike Jones, Director of Transportation

**INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS**

**PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE:**

The Maintenance & Operations Department has completed gathering information for the installation of new six (6) foot galvanized fences. These estimates total \$386,920. A specification for vendors has been put together. The elementary school principals are now being consulted with to finalize the specification. This project will need to be advertised and the successful vendor will be brought to the Regular Board Meeting in July. Below is the list of elementary school campuses that are considered:

Austin Elementary	1,410 ft @ \$20/ft = \$28,200
Beasley Elementary	1,390 ft @ \$20/ft = \$27,800
Bowie Elementary	1,776 ft @ \$20/ft = \$35,520
Campbell Elementary	1,845 ft @ \$20/ft = \$36,900
Dickinson Elementary	695 ft @ \$20/ft = \$13,900
Frost Elementary	645 ft @ \$20/ft = \$12,900
Hubenak Elementary	490 ft @ \$20/ft = \$ 9,800
Hutchison Elementary	470 ft @ \$20/ft = \$ 9,400
Huggins Elementary	645 ft @ \$20/ft = \$12,900
Long Elementary	1,350 ft @ \$20/ft = \$27,000
McNeill Elementary	1,600 ft @ \$20/ft = \$32,000
Meyer Elementary	1,535 ft @ \$20/ft = \$30,700
Pink Elementary	1,570 ft. @ \$20/ft = \$31,400
Ray & Travis Elementary	1,745 ft @ \$20/ft = \$34,900
Thomas Elementary	30 ft @ \$20/ft = \$ 600 + gates
Velasquez Elementary	395 ft @ \$20/ft = \$ 7,900
Williams Elementary	1,755 ft @ \$20/ft = \$35,100

**CHILLER REPLACEMENTS:**

VANIR/Rice & Gardner have now contracted to assist with this project. The engineering firm EMA has been approached to provide a proposal for this project. The schedule for this chiller project will bring the completion after January 2017. This also allows the District to take advantage of the Schools Conserving Resources Program (SCORE) and receive rebates for this project.

Wessendorff	(2) 185 ton
Travis Elementary	(1) 140 ton
Alternative Learning Center	(1) 30 ton
Seguin Early Childhood Center	(1) 140 ton
Frost Elementary	(2) 215 ton
Huggins Elementary	(1) 185 ton

## **PARKING LOT LIGHTING RETROFIT:**

Maintenance and Operations with the assistance of the Purchasing Department has determined that this project has time and will best benefit the District to proceed with Competitive Sealed Proposals (CSP) and advertise to receive proposals in July. Since the District is a member of the Schools Conserving Resources Program (SCORE), it does qualify to receive possible rebates. The actual amount of incentives will not be known until the project has been approved and a known completion date is established. The funds in the SCORE program are budgeted annually and are subject to availability. The latest discussion with our representative indicates that all current funds in the program are accounted for this year. We want to maximize the SCORE Program rebate and are not ready to bring this project to the Board for approval at this time.

Resource Person: Kevin McKeever, Administrator for Operations



**INFORMATION ITEM: PROGRAMMING AND DESIGN CONCEPT FOR  
CARTER ELEMENTARY**

VLK Architects was selected in March 2016 to design a new prototype elementary school for the remaining three schools included in the 2014 Bond. A building committee was selected to include District administrators, principals, teachers, parents and students to prioritize goals for the new school design.

Prior to beginning work on a new design, VLK Architects conducted a facility evaluation of the existing elementary schools to identify what works well and what could be improved upon. Two design charrettes were held with the building committee in May to develop a concept design that will be further developed into a schematic design.

VLK Architects will present their process and resulting concept design and outline their next steps in completing the new school design. Once design is completed and sites are selected, competitive sealed proposals will be solicited in the first quarter of 2017 for the construction of Carter Elementary and Culver Elementary.

Concept design document booklets will be provided under separate cover.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

**INFORMATION ITEM: COMPENSATION PLAN INFORMATION FOR MANUAL  
TRADES AND CLERICAL/PARAPROFESSIONAL EMPLOYMENT CATEGORIES**

A significant portion of the annual budget for Lamar CISD relates to the salaries and benefits paid to employees. Salaries are based on a district-wide pay system for the organization that blends common management needs with employee expectations. Management needs to recruit, hire, and retain good employees while paying the proper amount for job value. Employees expect to receive fair pay for their job responsibilities that is comparable to what other employers pay for the same work, and they expect pay increases for continued service.

The District’s Compensation Plan summarizes all positions approved by the Board of Trustees. Jobs are organized into families/categories and separated by pay grades that measure job value. Job value is “priced” based on market conditions. Periodically, comparative analyses are necessary to ensure that the District is retaining its competitive position in the marketplace. These analyses are typically done as part of the annual budget process.

Data for salaries paid in certain hourly/non-exempt categories was requested by the Board in May so that informed decisions could be made during the budget process regarding base wages and potential salary increases (raises).

Attached are the 2015-16 Pay Grade Tables for Manual Trades and Clerical/Paraprofessional employees. Below is a salary summary report depicting the 500 employees whose hourly wages are less than \$10 per hour, between \$10 and \$11 per hour, or more than \$11 per hour within the following Pay Grades:

- Manual Trades, Pay Grades 1 and 2
- Clerical/Paraprofessional, Pay Grade 1

<b>Pay Grade</b>	<b>Less than \$10.00</b>	<b>\$10.00 to \$11.00</b>	<b>More than \$11.00</b>	<b>Total</b>
Clerical 1	0	44	49	93
Manual 1	200	39	24	263
Manual 2	19	47	78	144
<b>Total</b>	219	130	151	500

Submitted by:           Dr. Kathleen Bowen, Chief Human Resource Officer  
                                  Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2015-16 COMPENSATION PLAN  
MANUAL TRADES**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
<b>1</b>	Culinary Helper	<b>\$8.95</b>	<b>\$11.19</b>	<b>\$13.43</b>
	Custodian, Day (Secondary)			
	Custodian, Night			
	Custodian, Rotating Crew			
	Laundry Worker			
<b>2</b>	Aide, Bus	<b>\$9.87</b>	<b>\$12.04</b>	<b>\$14.20</b>
	Athletic Field Technician			
	Custodian, Lead I			
	Delivery Driver			
	Laundry Worker, Sr			
	Specialist 1, Culinary			
	Traffic Control Monitor			
	Warehouse Driver I			

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2015-16 COMPENSATION PLAN  
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
<b>1</b>	Aide, Bilingual/ESL	<b>\$10.58</b>	<b>\$13.23</b>	<b>\$15.87</b>
	Aide, Compensatory			
	Aide, Instructional			
	Aide, Physical Education			
	Aide, Pre-Kindergarten			
	Aide, Project LEARN			
	Aide, Special Assignment Class			
	Aide, Title I			
	Clerk, Elementary/Secondary			
	Clerk, Monitor (2.5 hour)			
	Clerk, Transportation			

**INFORMATION ITEM: STABILITY BALL SURVEY AND PILOT INFORMATION**

**BACKGROUND INFORMATION:**

A survey on stability balls was sent to all elementary principals to collect information on the level of teacher interest at the third and fifth grades.

Attachment #1

The attached survey can be summarized as follows for teachers responding:

- 33 teachers did not know what stability balls were.
- 67 teachers had little interest to moderate interest in stability balls.
- 94 teachers indicated an extreme interest in stability balls.

Comments are included on the attached survey.

Attachment #2

In addition, a count is included of all elementary campuses which currently have stability balls and the manner of purchase.

A pilot of various alternative seating arrangements is being conducted at Lamar Junior High to determine the most effective and functional types of alternative furniture. (This is not a scientific study.) Its purpose is to ascertain the usability of a select group of furniture during the 2016-2017 academic school year by junior high students.

The results of the pilot will be shared with all principals prior to the development of new Campus Improvement Plans for the 2017-2018 school year.

Resource Person: Valerie Vogt, Academic Administrator

### 3rd and 5th Grade Campus Stability Ball Results

Campus	# of Responses Received	0 do not know what one is	1 little interest	2 moderate interest	3 extremely interested	Comments
Adolphus	9	0	4	5	0	
Arredondo	8	0	1	1	6	
Austin	7	5	2	0	0	Verbal response given from principal, 5 teachers did not know what the stability balls were.
Beasley	7	2	2	1	2	
Bowie	11	5	0	2	4	
Campbell	10	1	4	1	4	
Dickinson	10	1	1	3	5	
Frost	6	0	1	3	2	
Hubenak	15	0	0	0	15	
Huggins	11	0	2	5	4	
Hutchison	11	2	0	6	3	
Jackson	7	1	0	2	4	
Long	8	1	2	2	3	
McNeill	16	0	2	6	8	Seems it may create distractions,
Meyer	13	0	1	0	12	
Pink	11	1	1	4	5	Very strongly! It only works for certain children, not class as a whole (my experience),
Ray	11	3	2	5	1	
Smith	8	1	1	1	5	

Campus	# of Responses Received	0 do not know what one is	1 little interest	2 moderate interest	3 extremely interested	Comments
Thomas	7	0	3	1	3	I love wobble/core chairs. I like the stability disk that goes into the chairs. I would prefer a disk for the chair. I would also like the stability disks
Travis	10	5	0	2	3	
Velasquez	8	3	1	3	1	
Williams	12	2	4	2	4	Never tried/seen in use with students to make a decision about it, I need more information (storage?, flat or round?),
<b>Total</b>	216	33	34	55	94	

Total number of 3rd and 5th grade teachers: 221

# Stability Balls and Wobble Stools in LCISD Elementary Education May 2015.16

Campus	Stability Balls	Wobble Stools
Adolphus	0	1
Arredondo	35 (purchased by teachers, not by district)	120 120 ordered; 57 recalled (taller) 63 on campus; the 57 will be delivered this summer
Austin	0	0
Beasley	0	0
Bentley	0	0
Bowie	0	0
Campbell	10	0
Dickinson	5	0
Frost	1	0
Hubenak	1 (purchased by parent, due to a 504 request for a back injury)	0
Huggins	0	0
Hutchison	0	0
Jackson	17 (purchased by a teacher's fundraiser)	0
Long	0	22
McNeill	0	0
Meyer	0	1
Pink	0	0
Ray	0	0
Seguin	0	0
Smith	23	5
Thomas	22	122
Travis	0	24
Velasquez	0	0
Williams	0	0

**INFORMATION ITEM: STAFF RECOGNITION**

In an effort to recognize staff for various contributions and accomplishments, the Board has requested a unique document.

The Board will receive options for review under a separate cover.

Once approved, the document(s) can be distributed, as necessary.

Resource Person: Mike Rockwood, Executive Director of Community Relations