



A PROUD TRADITION | A BRIGHT FUTURE

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REGULAR BOARD MEETING

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Thursday, June 21, 2018

7:00 PM

James Steenbergen, President • Kay Danziger, Vice President • Kathryn Kaminski, Secretary  
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
JUNE 21, 2018  
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
  - A. May 15, 2018 - Special Meeting (Workshop) 7
  - B. May 17, 2018 - Regular Board Meeting 10
7. Board members reports
  - A. Meetings and events
8. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
9. **ACTION ITEMS**
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    1. Consider approval of the 2018-2019 agreement for prevention services 19
    2. Consider approval of dual credit partnership agreement with Lone Star College - CyFair 22
    3. Consider approval of Memorandum of Understanding for Texana Center and Lamar Consolidated Independent School District 67
    4. Consider approval of interagency program agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center 70
    5. Consider approval of interagency program agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC) 77
    6. Consider approval of new course of Dual Credit Psychology for the 2018-2019 school year 85
    7. Consider approval of new course of Dual Credit On Ramps Art and Entertainment Technology for the 2018-2019 school year 86
    8. Consider approval of an Interlocal Cooperation Agreement with Equal Opportunity Schools 87
    9. Consider approval of the inclusive playground project 107

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3. Consider approval to delegate contractual authority to the Superintendent to obligate the District for Chapter 41 purposes	118
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6. Consider approval of cafeteria meal price increases for 2018 - 2019	136
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14. Consider approval of moving services for Carter Elementary School	158
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19. Consider approval of deductive change order #1 and final payment for Terry High School Baseball Complex improvements	175
20. Consider approval of procurement method for High School #6 and Junior High School #6	178
21. Consider approval of CSP#14-2018LN for the roof replacement project at Seguin Early Childhood Center	180
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23. Consider approval of termination of contract and award of completion	186

contract for band additions at Terry and Lamar Consolidated High Schools

**C. Goal: Technology**

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- 2. Consider approval for purchase of digital printing equipment 195

**10. INFORMATION ITEMS**

**A. Goal: Instructional**

- 1. Sports Medicine Agreement with Memorial Hermann Health System 196
- 2. Gifted and Talented Program 204

**B. Goal: Planning**

- 1. Appointment of Board Committees 205
- 2. Budget Workshop 206
- 3. Tax Collection Report 207
- 4. Payments for Construction Projects 213
- 5. Bond Update 216
- 6. Projects funded by 2011 available bond funds 226
- 7. Transportation Update 227

**11. CLOSED SESSION**

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)

- 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 230
  - a. Approval of personnel recommendations for employment of professional personnel
  - b. Employment of professional personnel (Information) 231
  - c. Employee resignations and retirements (Information) 252
  - d. Mid Year Evaluation
- 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  
Upcoming Meetings and Events**

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 14th day of June 2018 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*

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 15th day of May 2018, 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, Mr. James Steenbergen, at 6:30 p.m.

**Members Present:**

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member

**Members Absent:**

Melisa Roberts	Member
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**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Executive Director of Facilities & Planning
Jill Ludwig	Chief Financial Officer
Linda Lane	Executive Director of Elementary Education
Leslie Haack	Deputy Superintendent of Support Services
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Chief of Staff
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Chief Academic Officer

**BUSINESS TRANSACTED**

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

**2. Discussion of May 17<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the May 17<sup>th</sup> Regular Board Meeting agenda items.

**10. ACTION ITEMS**

## Minutes of Special Board Meeting May 15, 2018 – page 15

### 10. A GOAL: INSTRUCTIONAL

#### 10. A-3 Consider approval of Interlocal Agreement for certain special educational services between Lamar CISD and Needville ISD

Dr. Harrell asked if this was for one student and how did this come about. Dr. Randle said Needville ISD is unable to provide the services, they pay on top of the ADA that we receive since we can provide these services. This extends the services through the summer.

### 10. B GOAL: PLANNING

#### 10. B-5 Consider approval of order authorizing the conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to a new rate period; authorizing the preparation of a remarketing memorandum; and enacting other provisions relating thereto

Dr. Harrell asked for a summary. Ms. Ludwig said we have 90 million invariable rate bonds and periodically we must reset the rate. Mr. Palmer said it will be more and more important as the new tax code eliminates our abilities to do refunding. He said having bonds that mature every 2 years can help us to accelerate payments and create capacity as well as maintain the tax rate. It provides the district with flexibility.

#### 10. B-6 Consider approval of resolution expressing intent to finance expenditures to be incurred

Ms. Danziger asked if we were borrowing from ourselves. Ms. Ludwig said yes for a very short period of time.

Mr. Hubenak left the meeting at 6:37 p.m.

#### 10. B-13 Consider approval of library casework at Carter Elementary School

Ms. Danziger asked how this was missed. Mr. Hoyt said it was a miscommunication between them and the architects. It was not part of the scope of work.

#### 10. B-15 Consider approval of change order #1 for access controls

Ms. Kaminski asked how this is funded by 2011 bond. Mr. McKeever explained that this is one of the projects that is funded by available 2011 bond funds.

#### 10. B-18 Consider approval of the procurement method for the Austin Elementary and Seguin Early Childhood Center roof replacement projects

Ms. Kaminski asked what is the life of these two schools. She said it seems like we are putting a lot of money into Seguin. Mr. McKeever said it is up to the district and how long they want to maintain a building.

#### 10. B-19 Consider approval of use of District Facility

Ms. Kaminski asked if this is the church that uses this building on the weekends. Mr. McKeever said it is a different group. Ms. Kaminski asked if we have ever waived a rental fee. Mr. McKeever said not that he was aware of. Ms. Kaminski said she is concerned the Board will be setting a precedent, if we do it for one we will have to do



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it for another. She also has questions about the employees and how they will be setting up for 3-year-old and 16-year-old in the same facility. Also, how much liability the District will have. Dr. Randle said it's not as much of a precedent primarily because of where it is located, there are no opportunities in the Kendleton area. Dr. Randle said they cannot move forward without having a facility. Ms. Kaminski said we need some guidelines for waiving fees. Ms. Danziger asked if we have something during the school year about waiving fees. Mr. McKeever said yes there are some guidelines. Ms. Danziger said when she read this she saw it as keeping these kids active over the summer and helping the parents out.

**3. AUDIENCE TO PATRONS**

None

**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 renewals for late hires
  - e. Consider approval of non-renewal of a term contract employee
  - f. Consider employment of Executive Director for Student Programs
  - g. 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 did not convene in Closed Session.

**ADJOURNMENT**

The meeting adjourned at 6:59 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenberg**  
**President of the Board of Trustees**

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**Kathryn Kaminski**  
**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 17<sup>th</sup> day of May 2018, 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, Mr. James Steenbergen, at 7:00 p.m.

**Members Present:**

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member

**Members Absent:**

Melisa Roberts	Member
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**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Executive Director of Facilities & Planning
Jill Ludwig	Chief Financial Officer
Linda Lane	Executive Director of Elementary Education
Leslie Haack	Deputy Superintendent of Support Services
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Chief of Staff
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Chief Academic Officer
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

A moment of silence was observed and the pledge of allegiance was recited.

**3. STUDENT REPORTS – CTE Vet Tech Program at George Ranch High School and Terry High School**

Colette Knoblauch and Remington Loos from George Ranch High School; and Lowys Herrada and Jay Hill from Terry High School gave the board information on the CTE Vet Tech Program at their schools.

**4. RECOGNITIONS/AWARDS**

**a. Valedictorians and Salutatorians**

Lamar Consolidated High School: An P Tran, Valedictorian  
Audrey Ryburn, Salutatorian

Foster High School: Ashley Noelle Bilicek, Valedictorian  
Yusef Amir Haikal, Salutatorian

Terry High School: Gina Kowal, Valedictorian  
Hassan Mohammed, Salutatorian

George Ranch High School: Aboulhassane Rim, Valedictorian  
Taylor Jasek, Salutatorian

**5. INTRODUCTIONS**

None

**6. AUDIENCE TO PATRONS**

Mr. Chris Pulley addressed the Board about his concern of discrimination at a current school by the administration.

**7. APPROVAL OF MINUTES**

**A. APRIL 17, 2018 SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the minutes of April 17, 2018 Special Meeting (Workshop). The motion carried unanimously.

**B. APRIL 19, 2018 REGULAR BOARD MEETING**

It was moved by Ms. Bronsell and seconded by Dr. Harrell that the Board of Trustees approve the minutes of April 19, 2018 Regular Board Meeting. The motion carried unanimously.

**8. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District. She attended the Employee Banquet, Teacher of the Year Banquet, the Digital Media Festival, ASAP luncheon, Volunteer luncheon, Surf's Up, and LEAF prize patrol.

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Mr. Hubenak reported the Technology Committee met and reported the status of projects in the District.

### **9. SUPERINTENDENT REPORTS**

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

#### **b. Information for Immediate Attention**

Dr. Randle congratulated Campbell, Jackson, and Taylor Ray Elementary Schools for being named the 2017-2018 Honor Roll that is presented by the Education Research Partnership and the Institute for Productivity in Education.

### **ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A.3; 10. B-2 – 10. B-18; and 10. C-1 – 10. C-2.**

It was moved by Ms. Danziger and seconded by Ms. Bronsell 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 trips requests, including, but not limited to:**

##### **a. Career and Technical Education**

Approved out-of-state travel for Lamar Consolidated High School, George Ranch High School, Foster High School, Churchill Fulshear High School, Lamar Junior High School, Antoinette Reading Junior High School, and Briscoe Junior High School Career and Technical Education (CTE) and non-CTE students that have qualified to travel to the Technology Students Association (TSA) National contest in Atlanta, Georgia on June 20-27, 2018.

##### **b. George Ranch High Theater**

Approved international travel for George Ranch High School Theatre to attend the 2019 American High School Theatre Festival in Edinburgh, Scotland in August 2019.

##### **c. Terry High School Rangerettes**

Approved out-of-state travel for the Terry High School Rangerettes Dance Team to travel to Orlando, Florida on March 7-11, 2019.

#### **10. A-2 Adoption of the Don Carter Elementary School mascot and School colors**

Approved Coyotes as the mascot and navy blue and lime green as the school colors for Don Carter Elementary School.

#### **10. A-3 Approval of Interlocal Agreement for certain special educational services between Lamar CISD and Needville ISD**

Approved and interlocal agreement with Needville ISD for special educational services with Lamar CISD for summer Extended School Year (ESY) programming. (See inserted pages 19-A – 19-F.)

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**10. B GOAL: PLANNING**

**10. B-2 Approval of budget amendment requests**

Approved the budget amendment requests. (See inserted pages 20-A – 20-B.)

**10. B-3 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

**10. B-4 Approval of vehicle purchases for School Resource Officers**

Approved the purchase of ten (10) Chevrolet Tahoe Police Pursuit Vehicles from Caldwell County Chevrolet in the amount of \$448,130.

**10. B-5 Approval of order authorizing the conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to a new rate period; authorizing the preparation of a remarketing memorandum; 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 Periods; Authorized the Preparation of a Remarketing Memorandum; and Enacting Other Provisions Relating Thereto. (See inserted pages 20-C – 20-L.)

**10. B-6 Approval of resolution expressing intent to finance expenditures to be incurred**

Approved the attached resolution expressing intent to finance expenditures to be incurred in an amount not to exceed \$20,000,000. (See inserted pages 20-M – 20-O.)

**10. B-7 Approval of an order authorizing the issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2018; approving the preparation of an official statement; and enacting other provisions relating thereto**

Approved the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2018. (See inserted pages 20-P – 20-AAA.)

**10. B-8 Approval of eligible underwriting firms for issuance of Schoolhouse Bonds - 2017 Bond Referendum**

Approved the underwriting firms listed below for the upcoming issuances of schoolhouse bonds.

Raymond James  
Wells Fargo Securities  
Citigroup Global Markets, Inc.  
RBC Capital Markets  
Piper Jaffray & Co.  
J.P. Morgan Securities LLC

BOK Financial Securities, Inc.  
Siebert Cisneros Shank & Co., LLC  
Estrada Hinojosa & Co., Inc.  
George K. Baum & Company  
Hutchison Shockey Erley & Co.

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**10. B-9 Ratification of donations to the district, including, but not limited to:**

- a. **Common Threads**
- b. **Foster High School**
- c. **Churchill Fulshear High School**
- d. **Huggins Elementary School**
- e. **Lamar Consolidated High School**
- f. **Leaman Junior High School**
- g. **McNeill Elementary School**
- h. **Terry High School**
- i. **Velasquez Elementary School**

Ratified donations to the district.

**10. B-10 Approval of resolution recognizing hazardous traffic conditions**

Approved the attached resolution recognizing hazardous traffic conditions and areas. (See inserted page 21-A.)

**10. B-11 Approval of final payment for Bentley Elementary School**

Approved final payment of \$44,786 to Gamma Construction Company for the construction of Bentley Elementary School.

**10. B-12 Approval of additional services for KCI Engineers at Foster water plant upgrades**

Approved the additional services for KCI Technologies for Foster water plant upgrades in the amount of \$10,000 and authorized the Board President to execute the agreement.

**10. B-13 Approval of library casework at Carter Elementary School**

Approved Challenge Office Products, Inc. for the installation of the movable library casework at Carter Elementary School in the amount of \$39,569.33 and authorized the Board President to execute the agreement.

**10. B-14 Approval of water and sewer fees to City of Fulshear for Roberts Middle School**

Approved the water and sewer fees to the City of Fulshear for Roberts Middle School and approved the payment in the amount of \$167,070.

**10. B-15 Approval of change order #1 for access controls**

Approved change order #1 to Micro Integration for the Access Controls at Carter Elementary School, Lamar Transportation, Satellite Transportation, Maintenance & Operations, and Brazos Crossing in the amount of \$60,544.

**10. B-16 Approval of change order #1 for district-wide site lighting**

Approved change order #1 to Siemens Industry, Inc. for the additional site lighting at Williams Elementary, Terry Field House, Lamar Field House, Satellite Transportation, and Wertheimer Treatment Plant in the amount of \$62,460.

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**10. B-17 Approval of architect contract for the new High School #6 and Junior High School #6**

Approved PBK Architects for the design of the High School #6 and Junior High #6 and authorized the superintendent to begin contract negotiations.

**10. B-18 Approval of the procurement method for the Austin Elementary and Seguin Early Childhood Center roof replacement projects**

Approved the procurement method and authorized the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for the Austin Elementary and Seguin Early Childhood Center roof replacement projects.

**10. C GOAL: TECHNOLOGY**

**10. C-1 Approval of interactive panel and projector purchases**

Approved the purchase of interactive panels, projectors, installation hardware, installation services, and project management not to exceed the amount remaining in the 2014 bond for interactive whiteboards and projectors, currently \$344,187.39.

**10. C-2 Approval of Discovery Education Streaming**

Approved Discovery Education Streaming from Region 11 ESC in the amount of \$71,434.80 and authorized the Board President and Superintendent to execute the agreement. (See inserted pages 22-A – 22-D.)

**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**

It was moved by Dr. Harrell and seconded by Ms. Kaminski that the Board of Trustees approve the nomination of Mandi Bronsell for Position A and Position C on the Texas Association of School Boards (TASB) Board of Directors.

**10. B-19 Consider approval of use of District Facility**

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees waive the facility usage fee for Powell Point Elementary.

Ms. Kaminski asked if there are any guidelines for approving waivers for free use of our facilities. Dr. Randle said only the board policy. Mr. Steenbergen said it is the boards prerogative to approve waivers. Ms. Kaminski feels they are going to set a precedent and to her it is opening a Pandora box. She feels there will be other people coming and asking for fees to be waived. She feels they need to look into what the requirements would be to qualify for a waiver.

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

Voting in opposition of the motion as amended: Ms. Kaminski

The motion carried.

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**10. B-20 Elect Board Officers to Serve from May 2018 to May 2019**

**Board President**

Ms. Kaminski nominated James Steenbergen as board president of the Lamar CISD Board of Trustees. There were no other nominations. Mr. Steenbergen will serve as the board president from May 2018 to May 2019.

**Board Vice President**

Ms. Kaminski nominated Kay Danziger as board vice president of the Lamar CISD Board of Trustees. There were no other nominations. Ms. Danziger will serve as the board vice president from May 2018 to May 2019.

**Board Secretary**

Ms. Bronsell nominated Kathryn Kaminski for board secretary of the Lamar CISD Board of Trustees. There were no other nominations. Ms. Kaminski will serve as the board secretary from May 2018 to May 2019.

**10. B-21 Consider Authorization for Facsimile Signature(s) for District Financial Account(s)**

It was moved by Ms. Danziger and seconded by Dr. Harrell 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, Kathryn Kaminski.

**11. INFORMATION ITEMS**

**11. A GOAL: INSTRUCTIONAL**

**11. A-1 Memorandum of Understanding with Oliver Foundation**

**11. A-2 2017-2018 School Health Advisory Council**

**11. A-3 Lamar CISD Whole Child Safety and Wellness Model**

Dr. Jennifer Roberts presented to the Board.

**11. B GOAL: PLANNING**

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

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

**11. B-3 Bond Update**

**11. B-4 Projects funded by 2011 available bond funds**

**11. B-5 Transportation Update**



**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 renewals for late hires
  - e. Consider approval of non-renewal of a term contract employee
  - f. Consider employment of Executive Director for Student Programs
  - g. 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 8:09 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:29 p.m.

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

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

**Employed**

Gage, Theresa	To be determined	Instructional Coordinator Curriculum
Henry, Sherri	To be determined	Assistant Principal Beasley Elementary
Jaime, Christine	To be determined	Transportation Special Needs Coordinator
Pina, Aide	To be determined	Transportation Assistant Principal Ray Elementary
Warren, Dallis	To be determined	Safety Coordinator Brazos Crossing

**Minutes of Regular Board Meeting May 17, 2018 – page 25**

**12. A-1(d) Consider renewals for late hires**

It was moved by Mr. Hubenak and seconded by Dr. Harrell that the Board of Trustees approve renewal of contracts for administrators who are late hires. The motion carried unanimously. (See inserted pages 25-A – 25-B.)

**12. A-1(e) Consider approval of non-renewal of a term contract employee**

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the recommendation to non-renew the term contract of Nikitra Hamilton. The motion carried unanimously.

**12. A-1(f) Consider employment of Executive Director for Student Programs**

It was moved by Dr. Harrell and seconded by Ms. Kaminski that the Board of Trustees approve the employment of Jonathan Maxwell as the Executive Director of Student Programs. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

None

**UPCOMING MEETINGS AND EVENTS**

Required Board Training on May 23<sup>rd</sup>  
Dickinson 25<sup>th</sup> Anniversary on May 25<sup>th</sup>  
Battle of the Bluebonnets on May 30<sup>th</sup>  
Graduation on June 1<sup>st</sup> and 2<sup>nd</sup>

**ADJOURNMENT**

The meeting adjourned at 8:31 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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**Kathryn Kaminski**  
**Secretary of the Board of Trustees**

**CONSIDER APPROVAL OF THE 2018-2019 AGREEMENT  
FOR PREVENTION SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve the memorandum of understanding for a Prevention Specialist to provide evidence-based substance use prevention activities at selected campuses for the 2018-2019 school year.

**IMPACT/ RATIONALE:**

Funding to support prevention services in Lamar CISD is obtained in cooperation with the Fort Bend Regional Council on Substance Abuse, Inc., from the Department of State Health Services and the United Way.

**PROGRAM DESCRIPTION:**

FBRC staff administer the National Registry of evidence-based Programs and Practices (NREPP) prevention curricula to selected LCISD campuses. These programs include:

Life Skills Training Program, a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco, and other drug use. This program is universal in nature and may be provided to all youth. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

The Curriculum Based Support Group Program (CBSG) also known as “Youth Connection” is a nationally recognized program designed to increase resiliency and reduce risk factors among children and youth ages 4-17 who are identified as being at elevated risk for substance use, or delinquency and violence (e.g., they are living in adverse family situations, displaying observable gaps in coping and social skills, or displaying early indicators of antisocial attitudes and behaviors).

The MOU is attached for Board review.

Submitted by: Valerie Vogt, Chief Academic Officer  
Dr. Jennifer Roberts, Director Student Support Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**MEMORANDUM OF UNDERSTANDING**  
**FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.**  
**AND**  
**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**September 1, 2018 to August 31, 2019**

The Fort Bend Regional Council on Substance Abuse, Inc. (FBRC) is seeking to continue providing Lamar Consolidated Independent School District (LCISD) students in selected schools with the services of a Prevention Specialist, who will conduct evidence-based substance use prevention activities for each selected campus.

FBRC is a non-profit agency funded by the Department of State Health Services and the United Way to provide prevention, education and treatment services to anyone seeking assistance in Fort Bend County and the surrounding area.

FBRC's primary population focus is the youth of Fort Bend County. FBRC offers prevention programs on school campuses. In addition, FBRC provides enhanced community summer leadership initiatives for school aged children. The summer High School Leadership program and the Summer Explosion day camp programs would not be available to our community without the long standing and valued partnership that FBRC has maintained with LCISD. Both organizations share the common goal of preventing youth substance abuse by building healthy school and community environments.

Communication and collaboration between FBRC and the school district is vital to the success of all programs. Therefore, this document will serve to define the school-based programs that FBRC provides to LCISD students. FBRC staff will administer National Registry of Evidence-based Programs and Practices (NREPP) prevention curricula to selected LCISD campuses. These programs include:

**The Life Skills Training<sup>®</sup> Program** is a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco and other drug use. This program is universal in nature and teaches personal and social skills that build resilience and help youth navigate developmental tasks, including the skills necessary to understand and resist peer pressure. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

**The Curriculum Based Support Group<sup>®</sup> Program (CBSG)**, also known as "Youth Connection", is a nationally recognized program designed to increase resiliency and reduce risk factors among children and youth ages 4-17 who are identified as being at elevated risk for substance use, or delinquency and violence (e.g., they are living in adverse family situations, displaying observable gaps in coping and social skills, or displaying early indicators of antisocial attitudes and behaviors).

Based on cognitive-behavioral and competence-enhancement models of prevention, the CBSG Program teaches essential life skills and offers emotional support to help children and youth cope with difficult family situations; resist peer pressure; set and achieve goals; refuse alcohol, tobacco, and other drugs; and reduce antisocial attitudes and rebellious behavior. Delivered in 10 or 12, 45-minute group sessions, the curriculum addresses topics such as self-concept, feelings, goal setting, making healthy choices, friends, peer pressure, life challenges, family problems and making a commitment to stay drug free. Through the use of curriculum based support groups students learn peer pressure resistance skills, stress management, conflict resolution and communication skills.

Since 1991 the community partnership between LCISD and FBRC has reached thousands of students and families. Evaluations indicate that participants show improved grades, attendance, family relationships, and pride in their ability to refuse drugs and alcohol. FBRC's goal is to assist the LCISD staff in making students more academically and socially successful through the use of the Life Skills Training Program and CBSG-Youth Connection and affiliated prevention activities.

**FBRC will provide the following:**

FBRC dedicated and trained Prevention Specialists to provide education and referral as appropriate.

Staff oversight by the Prevention Program Director and Chief Operating Officer.

FBRC staff will follow school procedures as outlined by the school principal and will notify the school principal or his designee when absent.

FBRC staff will keep current and accurate records regarding student contact.

FBRC staff will be available to attend district procedural and staff development meetings as requested. Prevention Specialists are available to provide district in-service and parent trainings as requested.

FBRC staff will provide the **Life Skills Training Program** at the following campuses:

**Beasley Elementary, Pink Elementary, Thomas Elementary, and Travis Elementary Schools. Other schools can be added with the agreement of both FBRC and LCISD.**

FBRC staff will provide the **CBSG Youth Connections Program** at the following campuses:

**Navarro MS, Wertheimer MS, Wessendorf MS, Briscoe JHS, George JHS, Lamar JHS, Leaman JHS, Reading JHS, Foster HS, Fulshear HS, George Ranch HS, Terry HS, and the Alternative Learning Center. Other schools can be added with the agreement of both FBRC and LCISD.**

**LCISD will provide the following:**

Access to campuses receiving prevention education where students will be served by appropriately authorized FBRC staff. Access may also include introductions to school personnel and LCISD ID badges.

Introductions to LCISD staff vital to the success of the program.

Assistance in identifying appropriate program participants.

Appropriate group/classroom space to conduct services.

Guidance and communication related to school district policies and specific site requirements.

This document shall serve as a community partnership agreement between LCISD and FBRC beginning September 1, 2018 and will remain valid until August 31, 2019 unless revoked by either party before that time. This agreement may be revoked at will by LCISD or by FBRC. All services provided by FBRC to LCISD are at no cost to the district or any participating student. Services are contingent upon FBRC's available funding.



John Robson  
Chief Operations Officer  
Fort Bend Regional Council on Substance Abuse, Inc.

5-30-18  
Date

\_\_\_\_\_  
Dr. Thomas Randle  
Superintendent  
LCISD

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF DUAL CREDIT PARTNERSHIP AGREEMENT  
WITH LONE STAR COLLEGE - CYFAIR**

**RECOMMENDATION:**

That the Board of Trustees approve a partnership agreement with Lone Star College - CyFair for academic dual credit courses with Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

The state accountability system and the Commissioner's Priorities emphasize the importance of post-secondary readiness. The Lone Star College System, (LSCS) can support LCISD students in achieving that goal.

**PROGRAM DESCRIPTION:**

Two options for academic dual credit exist for LCISD students. Students may take academic dual credit courses at the LCISD site with teachers who are certified through LSCS, or they may take courses virtually with a high school teacher certified in the content to support instruction. These options provide for more flexibility for students and significantly increase the potential courses offered. The 42 hours of core course work at LSCS are accepted at all state universities and most private universities in Texas. Student cost is minimal at \$72 for most 3-hour courses.

Submitted by: Valerie Vogt, Chief Academic Officer  
Valerie Anderson, Director of Advanced Studies

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**Dual Course Credit Partnership Agreement**  
**Between**  
**Lone Star College**  
**and**

---

This partnership for Award of Dual Course Credit Agreement (“Agreement”) between Lone Star College (“College”) and \_\_\_\_\_ (“School”) is designed to allow high school students to earn dual course credit for immediate award of both high school credit and college certificate and/or associate degree credit. Individually, College and School are referred to herein as “Party” and collectively as “Parties.”

WHEREAS, Texas Education Code (“TEC”) §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (“TAC”) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, College and School desire to establish a Dual Credit Program.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. Eligible Courses:

- a. College will evaluate courses offered for dual credit and will approve them through the curriculum approval process in accordance to the Texas Higher Education Coordinating Board requirements.
- b. Courses offered for dual course credit must be identified as college-level academic courses in the current edition of the *Lower Division Academic Course Guide Manual* or as college-level workforce education courses in the current edition of the *Workforce Education Course Manual*.
- c. Courses offered for dual credit are in College’s approved undergraduate course inventory. The Course Crosswalk is a dynamic document that may be amended. (See Exhibit C Course Crosswalk.)
- d. Remedial and developmental courses are not offered for dual credit.
- e. Specific course offerings will be determined collaboratively by College and School.
- f. The College will only waive tuition for courses that are reimbursed by the state including courses in the 42-hour core curriculum, career, and technical education courses, and foreign language courses.

2. Student Eligibility Requirements:

- a. A high school student is eligible to enroll in dual credit courses if the student:
  - i. demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (“TSI”) as set forth in the Texas Administrative Code; and

- ii. demonstrates that the student is exempt under the provisions of the TSI.
  - b. A high school student is also eligible to enroll in academic and/or Level 2 workforce dual credit courses through the demonstration of TSI college readiness in reading, writing, and/or mathematics by achieving the minimum score as set forth in the Texas Administrative Code.
  - c. All students enrolled in secondary public, private, and home school are required to demonstrate college readiness.
  - d. Students must meet all of College's regular prerequisite requirements designated for that course.
  - e. Students must maintain a "C" or better to continue enrollment in the Dual Credit program.
3. Location of dual credit courses:
- a. Dual credit courses may be offered at the School, College, online, or some combination.
  - b. Enrollment of School student in an online dual credit course will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with College after consultation with the School counselor.
4. Student Composition of Classes:
- a. Dual credit courses may be composed of dual credit students only or of dual and college credit students.  
Exceptions for a mixed class, which would also include high school credit -only students, may be allowed in accordance with the Texas Administrative Code's requirements.
5. Faculty Selection, Supervision, and Evaluation:
- a. College shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges, which are listed in Exhibit D Faculty Credential Table) and approval procedures used by College to select faculty responsible for teaching the same courses at the main campuses of College.
  - b. College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campuses of College.
  - c. The School faculty teaching the dual credit course at the School will do so as part of a regular teaching assignment. Such instructors will comply with College's standards for instruction. College must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by College. College shall provide all instructors for online dual credit courses.
  - d. The School shall provide, free of charge, a School employee or other individual approved by College to proctor all assessments as needed for online dual credit courses, to serve as a student mentor, to receive student performance email notifications, and any other reasonably necessary duties to facilitate this Agreement.



- e. Instructors shall be required by the College to participate in outcomes assessment activities.
  - f. Instructors, shall be required by the College to participate in College professional development activities.
  - g. Official transcripts of instructors must be received within 30 days of the start of the academic term.
  - h. Other pertinent employment documents must be submitted prior to the initial term and kept on file thereafter in the College Human Resources office.
6. Course Curriculum, Instruction, and Grading:
- a. School is responsible for determining that the College course(s) approved for dual course credit meets the essential skills and knowledge required by the Texas Education Agency.
  - b. Dual credit courses will be at a more advanced level than the courses taught at the high school level.
  - c. A dual credit course and the corresponding course offered at an College campus are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.
  - d. Workforce programs offered as dual credit will meet requirements set forth by College and its accrediting and oversight bodies and agreed upon using Exhibit E Dual Credit Program Plan Amendment.
7. Academic Policies and Student Support Services:
- a. Regular College policies apply to dual credit courses.
  - b. Dual credit students are eligible to use the same or comparable support services afforded to all College students including services (e.g. academic advising and counseling), learning materials (e.g. library resources), and other benefits.
8. Transcription of Credit:
- a. School as well as College credit should be transcribed immediately upon a student's completion of the performance required in the course.
9. Funding Provisions
- a. Exhibit A Dual Credit Financial Agreement provides funding provisions in accordance with the State Board of Education and the Texas Higher Education Coordinating Board.
10. Tuition, Fees, Textbooks, and Supplies
- a. Exhibit A, Dual Credit Financial Agreement, describes in detail the tuition waivers, fees, textbooks, and supplies for students receiving dual credit. Textbooks to be used in Dual Credit courses must be approved by the College.
  - b. Fees for online dual credit courses will align with the College tuition and fee schedule. (See Exhibit B Fee Schedule.)

- c. Additional supplies may be required in some programs and details will be agreed upon in writing using Exhibit E, Dual Credit Program Plan Amendment.

11. Payment for Services

- a. Payment for instructional services for School teachers during regular school hours as part of their School work load, with the exception of online dual credit faculty, is explained in Exhibit A Dual Credit Financial Agreement.
- b. College shall be responsible for compensating the online dual credit faculty in accordance with College policy and procedures.
- c. Additional financial arrangements may be outlined in subsequent Dual Credit Program Plan Amendments.

12. Civil Rights Compliance, Complaints about Student Conduct and Student Discipline

- a. College and School have in place policies and procedures to receive, investigate and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this Agreement shall change the obligations of each to have in place and to utilize its own complaint resolution processes for students enrolled at College or School including dual credit enrolled students. College and College agree that each will cooperate with any investigations conducted by the other.
- b. In the event that a student enrolled in the dual credit program taught at College engages in conduct that would result in disciplinary action against a College student, College agrees to advise School of the conduct prior to the finalization of any disciplinary action against the student. However, College may remove a student from the class or from the premises in the event that the student engages in conduct that is considered to be disruptive, dangerous, or threatening to others, without prior communication with the School.
- c. Students enrolled in dual credit educational programs are subject to the academic and disciplinary policies and standards of both College and School. College and School agree to inform the other if a dual credit student is subject to disciplinary action that may affect his or her status as a dual credit enrolled student.

13. FERPA Compliance and Data Sharing

- a. If a student is enrolled concurrently in College and School in a dual credit program, the parties may disclose an education record regarding the student in accordance with United States Code, 34 CFR 99.34.
- b. The School is aware once a student is registered in a College course the student is under the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and students are given the right of privacy in their educational records when enrolled in College classes, regardless of their age. Any release of student's records to parents, legal guardians, or third parties by College is at the sole discretion of College.
- c. College acknowledges that the School may release FERPA protected information to the parent or legal guardian if requested.
- d. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and

procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

#### 14. Term and Termination

- a. This Agreement shall remain in effect from the Effective Date (which shall be the date of last signature) until the end of College's academic year, including summer and will automatically renew for up to one additional academic year unless sooner terminated in accordance with this Agreement. For purposes of this Agreement, the academic year shall coincide with the start of the College's fall semester and end with the College's last summer semester.
- b. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other Party.

#### 15. Miscellaneous

- a. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974; Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The School shall be responsible for training the dual credit instructors in accordance with the obligations of this provision.
- b. Disability Accommodations
  - i. School understands and acknowledges that disability laws may apply differently in College courses than they do in K-12. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.
  - ii. Students enrolled in college-level courses are considered College students, regardless of their age. Thus, students are responsible for requesting disability accommodations in accordance with College policies and procedures.
  - iii. School acknowledges that costs incurred in providing college-level accommodations to dual credit students will be shared between College and School.

- c. This Agreement may only be modified by mutual consent of the parties at least 30 (thirty) days in advance of the modification.
- d. This Agreement, including any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.
- e. This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for the academic year or until such time as mutual agreement is made to modify or terminate the Agreement.
- f. All exhibits mentioned herein are incorporated by reference.
- g. This Agreement, the interpretation of its terms, and any disputes arising from this Agreement shall be governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the State and Federal Courts in Montgomery County, Texas in the event of any dispute arising out of or related to this Agreement.
- h. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- i. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.
- j. The person signing below on behalf of College and School warrants that he she has the authority to execute this Agreement according to its terms.

## 16. Notice

Any notice given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

**COLLEGE:**

Lone Star College (LSC)  
5000 Research Forest Drive  
The Woodlands, TX 77381  
Attn: Office of the General Counsel

With a copy to:  
Lone Star College  
5000 Research Forest Drive  
The Woodlands, TX 77381  
Attn: Executive Director, Health Occupations

**SCHOOL:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LONE STAR COLLEGE**

**SCHOOL**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Stephen C. Head  
Title: Chancellor

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Dr. Quentin Wright  
Title: Vice Chancellor, Academic Success

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Linda Leto Head  
Title: AVC, Workforce Education & Corporate Partnerships

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

- Attachments:  
Exhibit A Dual Credit Financial Agreement  
Exhibit B Fee Schedule  
Exhibit C Course Crosswalk  
Exhibit D Faculty Credential Table  
Exhibit E Dual Credit Program Plan Amendment

**Note: Modification of this Form requires approval of OGC**



**Exhibit A**  
**Dual Credit Financial Agreement**

**1. Tuition, Fees, Textbooks, and Supplies**

- a. Dual credit students will have tuition waived and certain fees assessed aligning with the College tuition and fee schedule (TAC, Title 19, Part 1, Ch. 4, Sub. D, Section 4.85, i,4) and as published in Exhibit B "Lone Star College Dual Credit Tuition and Fee Schedule". Waivers and fees are subject to change with College Board Approval.
- b. Students will pay all appropriate fees and purchase instructional support materials unless otherwise agreed upon by the School and College. Students will be responsible for the costs of textbooks and required course supplies when such costs are not being provided by the School.
- c. School and Students must follow specified dual credit registration and payment procedures. Procedures and deadlines may be different than for non-dual credit students.
- d. Students enrolled in college credit only courses are responsible for payment of full tuition and fees.
- e. For Schools utilizing third-party billing for payment of fees, College will invoice the School based on the official day of enrollment. The official day of enrollment is the date College certifies student enrollment to the state. Payment by the School is due 30 days following the receipt of such invoice.

**2. Funding Provisions**

- a. The state funding for dual credit courses will be available to both public school districts and College based upon the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board (TAC, Title 19, Part 1, Ch. 4, Sub. D, Section 4.85, i,1).
- b. College may claim funding for all students getting college credit in core curriculum, foreign language, and/or career and technical education courses (TAC, Title 19, Part 1, Ch. 4, Sub. D, Section 4.85, i,2).
- c. Only Colleges receiving state funding will be eligible for tuition waivers. Career and technical education courses that apply to any certificate or associate's degree offered by the institution providing credit: **a.** Courses contained in the Workforce Education Course Manual (WECM); **b.** Courses within the following rubrics contained in the Lower Division academic Course Guide Manual (AGCM): ACCT (Accounting) ; AGRI (Agriculture); ARCH (Architecture); BCIS (Business Computer Information Systems); BUSI (Business); COSC (Computer Science); CRIJ (Criminal Justice); ENGR (Engineering); ENGT (Engineering Technology); FORE (Forestry); FORS (Forensic Science); HORT (Horticulture); RNSG (Nursing) (Texas Education Code Section 61.059, subsections (p) and (q)).

**3. Payment for Instructional Services**

- a. College will reimburse the School 30 days following the submission of an enrollment

statement from the school at the base rate of pay for College adjunct instructors prorated for every 30 students enrolled in dual credit courses taught by School teachers during regular school hours as part of their School work load. For lab-limited courses the base rate of pay is prorated for every 15 students. Lab-limited courses will be determined by the college.

- b. If the instructor is provided by College, they will be compensated by College in accordance with College policy and procedures.



**Exhibit B  
Dual Credit Tuition and Fee Schedule**

# Credits	In-district <sup>1</sup>	Out-of-district Texas resident <sup>2</sup>	International/ Out of State <sup>3</sup>	Dual Credit In-District <sup>4</sup>	Dual Credit Out-of-district TX Resident <sup>4</sup>	Dual Credit International/ Out-of-State <sup>4</sup> (Not enrolled in TX HS)	Dual Credit International/ Out-of-State <sup>4</sup> (Enrolled in TX High School)
1	\$76	\$171	\$232	\$32	\$32	\$32	\$32
2	\$140	\$330	\$400	\$52	\$52	\$52	\$52
3	\$204	\$489	\$594	\$72	\$72	\$72	\$72
4	\$268	\$648	\$788	\$92	\$92	\$92	\$92
5	\$332	\$807	\$982	\$112	\$112	\$112	\$112
6	\$396	\$966	\$1,176	\$132	\$132	\$132	\$132
7	\$460	\$1,125	\$1,370	\$152	\$152	\$152	\$152
8	\$524	\$1,284	\$1,564	\$172	\$172	\$172	\$172
9	\$588	\$1,443	\$1,758	\$192	\$192	\$192	\$192
10	\$652	\$1,602	\$1,952	\$212	\$212	\$212	\$212
11	\$716	\$1,761	\$2,146	\$232	\$232	\$232	\$232
12	\$780	\$1,920	\$2,340	\$252	\$252	\$252	\$252
13	\$844	\$2,079	\$2,534	\$272	\$272	\$272	\$272
14	\$908	\$2,238	\$2,728	\$292	\$292	\$292	\$292
15	\$972	\$2,397	\$2,922	\$312	\$312	\$312	\$312
16	\$1,036	\$2,556	\$3,116	\$332	\$332	\$332	\$332
17	\$1,100	\$2,715	\$3,310	\$352	\$352	\$352	\$352
18	\$1,164	\$2,874	\$3,504	\$372	\$372	\$372	\$372
19	\$1,228	\$3,033	\$3,698	\$392	\$392	\$392	\$392
20	\$1,292	\$3,192	\$3,892	\$412	\$412	\$412	\$412

<sup>1</sup> Includes tuition (\$44/credit hour), \$11/SCH technology fee, \$2/SCH student activity fee, \$7/SCH general use fee, \$12 registration fee.

<sup>2</sup> Includes tuition and fees from note 1 plus \$95 per credit hour out-of-district tuition fee.

<sup>3</sup> Includes tuition and fees in note 1 plus \$130 per credit hour international/out-of-state student fee. By legislative action, tuition may not be less than \$200 minimum.

<sup>4</sup> Includes fees noted in note 1 and tuition exemption for dual credit.

**Add lab fees, if applicable.**

**Add liability (insurance) fees, if applicable.**

**Add \$15 per credit hour distance learning fee for online courses.**

**Add \$20 infrastructure fee, per student, per semester IF classes will be taken on a LSC campus or LSC maintained facility.**

**Differential tuition fees will apply to non-dual credit courses (vary by program; please see [www.lonestar.edu/tuition](http://www.lonestar.edu/tuition)).**

**Tuition, exemptions, and fees listed above are based on LSC Board approved rates as of Fall 2018, and are subject to change.**



**Exhibit C**  
**Course Crosswalk**



LSC Subject	LSC Course Number	LSC Course Title	ISD Course Subject	ISD Course Title	PEIMS #
<b>ACADEMIC</b>					
Communication	ENGL 1301	Composition & Rhetoric I	English Language Arts	English III - A (Honors)	03220300
	ENGL 1301	Composition & Rhetoric I	English Language Arts	English IV - A (Honors)	03220400
	ENGL 1301	Composition & Rhetoric I	English Language Arts	English III - A	03220307
	ENGL 1301	Composition & Rhetoric I	English Language Arts	English IV - A	03220400
	SPCH 1311	Introduction to Communication	English Language Arts	Communication Applications	03241400
	SPCH 1315	Public Speaking	English Language Arts	Public Speaking I	03240900
Component Area Option	ENGL 1302	Composition & Rhetoric II	English Language Arts	English III - B (Honors)	03220300
	ENGL 1302	Composition & Rhetoric II	English Language Arts	English III - B	03220307
	ENGL 1302	Composition & Rhetoric II	English Language Arts	English IV - B	03220400
	ENGL 1302	Composition & Rhetoric II	English Language Arts	English IV - B (Honors)	03220400
Creative Arts	ARTS 1301	Art Appreciation	Fine Arts	Art, Level I	03500110
	ARTS 1303	Art History: Prehistoric to Gothic	Fine Arts	Magnet Art History - A	03500400
	ARTS 1303	Art History: Prehistoric to Gothic	Fine Arts	AP History of Art - A	A3500100
	ARTS 1304	Art History: Renaissance to Modern	Fine Arts	Magnet Art History - B	03500400
	ARTS 1304	Art History: Renaissance to Modern	Fine Arts	AP History of Art - B	A3500100
	MUSI 1306	Music Appreciation	Fine Arts	Music Appreciation 1	03155600
Foreign Language	SPAN 1411	Beginning Spanish I	Languages Other Than English	Spanish I	03440100
	SPAN 1412	Beginning Spanish II	Languages Other Than English	Spanish II	03440100

Government	GOVT 2305		Federal Government	Social Studies	Government	03330100
	GOVT 2305		Federal Government	Social Studies	AP U.S. Government and Politics	A3330100
	GOVT 2306		Texas Government	Social Studies	Special Topics in Social Studies (Honors)	03380002
History	HIST 1301		US History to 1877	Social Studies	US History - A	03340100
	HIST 1302		US History since 1877	Social Studies	US History - B	03340100
	HIST 1301		US History to 1877	Social Studies	AP US History - A	A3340100
	HIST 1302		US History since 1877	Social Studies	AP US History - B	A3340100
Language, Philosophy & Culture	ENGL 2322		Survey of British Literature: Anglo-Saxon through the 18th Century	English Language Arts	English IV - A	03220400
	ENGL 2322		Survey of British Literature: Anglo-Saxon through the 18th Century	English Language Arts	AP English Literature and Composition - A	A3220200
	ENGL 2323		Survey of British Literature: Romantic through the Present	English Language Arts	English IV - B	03220400
	ENGL 2323		Survey of British Literature: Romantic through the Present	English Language Arts	AP English Literature and Composition - B	A3220200
	ENGL 2332		Survey of World Literature: Ancient World through the 16th Century	English Language Arts	English IV - A	03220400
	ENGL 2333		Survey of World Literature: 17th Century through the Present	English Language Arts	English IV - B	03220400
	FREN 2311		Intermediate French I	Languages Other Than English	French III	03410300
	FREN 2312		Intermediate French II	Languages Other Than English	French IV	03410400
	FREN 2311		Intermediate French I	Languages Other Than English	Pre - AP French III	03410300
	FREN 2312		Intermediate French II	Languages Other Than English	AP French IV	03410400

	GERM 2311	Intermediate German I	Languages Other Than English	German III	03420300
	GERM 2312	Intermediate German II	Languages Other Than English	German IV	03420400
	GERM 2311	Intermediate German I	Languages Other Than English	Pre - AP German III	03420300
	GERM 2312	Intermediate German II	Languages Other Than English	AP German IV	03420400
	SPAN 2311	Intermediate Spanish I	Languages Other Than English	Spanish III	03440300
	SPAN 2311	Intermediate Spanish I	Languages Other Than English	Spanish IV	03440400
	SPAN 2311	Intermediate Spanish I	Languages Other Than English	AP Spanish IV Language and Culture	13440400
	SPAN 2312	Intermediate Spanish II	Languages Other Than English	Spanish IV	03440400
	SPAN 2312	Intermediate Spanish II	Languages Other Than English	Spanish IV	03440500
	SPAN 2312	Intermediate Spanish II	Languages Other Than English	AP Spanish V Literature and Culture	13440400
	Life & Physical Science	BIOL 1406	Biology I for Science Majors	Science	Biology (4th year)
BIOL 1406		Biology I for Science Majors	Science	AP Biology	A3010200
BIOL 1407		Biology II for Science Majors	Science	Biology (4th year)	03010200
BIOL 1407		Biology II for Science Majors	Science	AP Biology	A3010200
BIOL 1408		Biology I for Non-Science Majors	Science	Biology (4th year)	03010200
BIOL 1409		Biology II for Non-Science Majors	Science	Scientific Research and Design II	13037210
BIOL 2401		Human Anatomy & Physiology I	Science	Anatomy and Physiology	13020600
BIOL 2402		Human Anatomy & Physiology II	Science	Anatomy and Physiology	13020600
BIOL 2404		Introduction to Anatomy and Physiology	Science	Intro to Anatomy and Physiology	13020600

	CHEM 1405	Introductory Chemistry	Science	Chemistry (Honors)	03040000
	CHEM 1411	General Chemistry I	Science	AP Chemistry	A3040000
	CHEM 1412	General Chemistry II	Science	Scientific Research & Design - B	13037200
	ENVR 1401	Environmental Science I	Science	AP Environmental Science	A3020000
	ENVR 1402	Environmental Science II	Science	AP Environmental Science	A3020000
	PHYS 1401	General Physics I	Science	AP Physics I	A3050001
	PHYS 1402	General Physics II	Science	AP Physics II	A3050002
Mathematics	MATH 1314	College Algebra	Mathematics	Math Independent Study	03102500
	MATH 1316	Trigonometry	Mathematics	Pre-Calculus - A (Honors)	03101100
	MATH 1324	Mathematics for Business & Social Science	Mathematics	Math Independent Study	03102500
	MATH 1325	Calculus for Business & Social Sciences	Mathematics	Math Independent Study	03102500
	MATH 1342	Statistics	Mathematics	Math Independent Study	03102500
	MATH 1342	Statistics	Mathematics	AP Statistics	A3100200
	MATH 2412	Precalculus	Mathematics	Pre-Calculus - B (Honors)	03101100
	MATH 2413	Calculus I	Mathematics	AP Calculus - AB	A3100101
	MATH 2413	Calculus I	Mathematics	AP Calculus - BC - A	A3100102
	MATH 2413	Calculus I	Mathematics	Math Independent Study	03102500
	MATH 2414	Calculus II	Mathematics	AP Calculus - BC - B	A3100102
	MATH 2414	Calculus II	Mathematics	Math Independent Study	03102500
	Social/Behavioral Sciences	ECON 2301	Macroeconomics	Social Studies	AP Macroeconomics
CRIJ 1301		Introduction to Criminal Justice	Social Studies	Correctional Services	13029700
CRIJ 1307		Crime in America	Social Studies	Law Enforcement II	13029400

	PSYC 2301	Psychology	Social Studies	AP Psychology	A3350100
	SOCI 1301	Principles of Sociology	Social Studies	Special Topics in Social Studies	03380002
	SOCI 1301	Principles of Sociology	Social Studies	Sociology (Honors)	03370100
<b>WORKFORCE</b>					
Accounting	ACNT 1303	Introduction to Accounting I	Career and Technical Education	Accounting I	13016600
Architectural Design Technology	CNBT 1311	Construction Methods and Materials I	Career and Technical Education	Architectural Design I	13004600
	DFTG 1305	Technical Drafting	Career and Technical Education	Principles of Architecture	13004200
	DFTG 1309	Basic Computer-Aided Drafting	Career and Technical Education	Principles of Architecture	13004200
	DFTG 1317	Architectural Drafting Residential	Career and Technical Education	Architectural Design I	13004600
	DFTG 2319	Intermediate Computer-Aided Drafting	Career and Technical Education	Architectural Design I	13004600
	DFTG 2331	Advanced Technologies in Architectural Design and Drafting	Career and Technical Education	Architectural Design II	13004700
	DFTG 2328	Architectural Drafting Commercial	Career and Technical Education	Project-Based Research	13004700
	DFTG 2338	Final Project: Advanced Drafting	Career and Technical Education	Project-Based Research	12701510
	DFTG 2340	Solid Modeling/Design	Career and Technical Education	Project-Based Research	12701510
Automotive Technology	AUMT 1405	Introduction to Automotive Technology	Career and Technical Education	Automotive Basics	13039600
	AUMT 1407	Automotive Electrical Systems	Career and Technical Education	Automotive Technology I: Maintenance and Light Repair	13039600
	AUMT 1410	Automotive Brake Systems	Career and Technical Education	Automotive Technology II: Automotive Service	13039700
	AUMT 1416	Steering and Suspension Systems	Career and Technical Education	Automotive Technology II: Automotive Service	13039700

	AUMT 1419	Automotive Engine Repair	Career and Technical Education	Advanced Transportation Systems Laboratory	13039700
	AUMT 1445	Automotive Climate Control Systems	Career and Technical Education	Extended Practicum in Transportation Systems	13039700
	AUMT 2380	Cooperative Education: Automotive	Career and Technical Education	Energy and Power of Transportation Systems	13039300
	AUMT 2417	Automotive Engine Performance Analysis I	Career and Technical Education	Practicum in Transportation Systems	13040400
	AUMT 2434	Automotive Engine Performance Analysis II	Career and Technical Education	Practicum in Transportation Systems	13040410
	AUMT 2437	Automotive Electronics	Career and Technical Education	Automotive Technology I: Maintenance and Light Repair	13039600
Business Administration	BMGT 1301	Supervision	Career and Technical Education	Business Management	13012100
	BMGT 1309	Information and Project Management	Career and Technical Education	Practicum in Business Management	13012200
	BMGT 1327	Principles of Management	Career and Technical Education	Business Management	13012100
	BMGT 2303	Problem Solving and Decision Making	Career and Technical Education	Practicum in Business Management	13012200
	BMGT 2382	Co-op Business Administration I	Career and Technical Education	Practicum in Business Management	13012200
	BUSI 1301	Business Principles	Career and Technical Education	Business Management	13012100
	BUSI 1307	Personal Finance	Career and Technical Education	Money Matters	13016200
	BUSI 2301	Business Law	Career and Technical Education	Business Law	13011700
Computer Information Technology	BCIS 1305	Business Computer Applications	Career and Technical Education	Business Information Management II	13011500
Computer Science	COSC 1336	Programming Fundamentals I	Career and Technical Education	Computer Science I	03580200
	COSC 1337	Programming Fundamentals II	Career and Technical Education	AP Computer Science - A	A3580100

Cosmetology	CSME 1254	Artistry of Hair Design I	Career and Technical Education	Cosmetology I	13025200
	CSME 1310	Introduction to Haircutting and Related Theory	Career and Technical Education	Cosmetology I	13025200
	CSME 1501	Orientation to Cosmetology	Career and Technical Education	Cosmetology II	13025300
	CSME 1505	Fundamentals of Cosmetology	Career and Technical Education	Cosmetology II	13025300
	CSME 1553	Chemical Reformation and Related Theory	Career and Technical Education	Practicum in Human Services	13025000
	CSME 2310	Advanced Haircutting and Related Theory	Career and Technical Education	Practicum in Human Services	13025000
	CSME 2337	Advanced Cosmetology Techniques	Career and Technical Education	Practicum in Human Services	13025000
	CSME 2501	Principles of Hair Coloring and Related Theory	Career and Technical Education	Practicum in Human Services	13025000
Criminal Justice	CRIJ 1301	Introduction to Criminal Justice	Career and Technical Education	Principles of Law, Public Safety, Corrections and Security	13029200
	CRIJ 1306	Court Systems and Practices	Career and Technical Education	Court Systems and Practices	13029600
	CRIJ 2313	Correctional Systems and Practices	Career and Technical Education	Correctional Services	13029700
	CRIJ 2314	Criminal Investigation	Career and Technical Education	Criminal Investigation	13029550
Electrical Technology	ELPT 1311	Basic Electrical Theory	Career and Technical Education	Electronics	13036800
	ELPT 1315	Electrical Calculations I	Career and Technical Education	Electrical Technology	13005600
	ELPT 1321	Introduction to Electrical Safety and Tools	Career and Technical Education	AC/DC Electronics	13036800
	ELPT 1325	National Electrical Code I	Career and Technical Education	Electrical Technology	13005600
	ELPT 1329	Residential Wiring	Career and Technical Education	Electrical Technology	13005600

	ELPT 1345	Commercial Wiring	Career and Technical Education	Electrical Technology II	13005700
Emergency Medical Services Professions	EMSP 1160	Clinical - EMT	Career and Technical Education	Practicum in Health Science	13020500
	EMSP 1305	Emergency Care Attendant	Career and Technical Education	Practicum in Health Science	13020500
	EMSP 1501	Emergency Medical Technician	Career and Technical Education	Practicum in Health Science	13020500
Engineering	ENGR 1201	Introduction to Engineering	Career and Technical Education	Engineering Design and Problem Solving	13037300
Fire Science Technology	FIRS 1301	Firefighter Certification I	Career and Technical Education	Firefighter I	13029900
	FIRS 1407	Firefighter Certification II	Career and Technical Education	Firefighter I	13029900
	FIRS 1313	Firefighter Certification III	Career and Technical Education	Firefighter I	13029900
	FIRS 1319	Firefighter Certification IV	Career and Technical Education	Firefighter I	13029900
	FIRT 1171	Firefighter Agility and Fitness	Career and Technical Education	Firefighter I	13029900
	FIRS 1423	Firefighter Certification V	Career and Technical Education	Firefighter II	13030000
	FIRS 1329	Firefighter Certification VI	Career and Technical Education	Firefighter II	13030000
	FIRS 1433	Firefighter Certification VII	Career and Technical Education	Firefighter II	13030000
	FIRT 2171	Firefighter Agility and Fitness II	Career and Technical Education	Firefighter II	13030000
	FIRS 1329	Firefighter Certification VI (BSL I)	Career and Technical Education	Extended Practicum in Law, Public Safety, Corrections and Security	13030100
	FIRS 1433	Firefighter Certification VII (BSL I)	Career and Technical Education	Extended Practicum in Law, Public Safety, Corrections and Security	13030100



Health Information Technology	HITT 1305	Medical Terminology I	Career and Technical Education	Medical Terminology	13020300
HVACR	HART 1401	Basic Electricity for HVAC	Career and Technical Education	Electrical Technology I	13005600
	HART 1407	Refrigeration Principles	Career and Technical Education	HVAC and Refrigeration Technology I	13005800
	HART 1441	Residential Air Conditioning	Career and Technical Education	HVAC and Refrigeration Technology II	13005900
	HART 1445	Gas and Electric Heating	Career and Technical Education	HVAC and Refrigeration Technology II	13005900
	Industrial Diesel Technology	DEMR 1229	Preventative Maintenance	Career and Technical Education	Diesel Equipment Technology I
	DEMR 1301	Shop Safety and Procedures	Career and Technical Education	Diesel Equipment Technology I	13040150
	DEMR 1305	Basic Electrical Systems	Career and Technical Education	Diesel Equipment Technology II	13040160
	DEMR 1306	Diesel Engine I	Career and Technical Education	Diesel Equipment Technology II	13040160
	DEMR 1310	Engine Testing and Repair	Career and Technical Education	Diesel Equipment Technology I	13040150
	DEMR 1313	Fuel Systems	Career and Technical Education	Diesel Equipment Technology II	13040160
Interpreter Training Technology	SGNL 1401	Beginning American Sign Language I	Career and Technical Education	American Sign Language, Level I	03980100
	SGNL 1402	Beginning American Sign Language II	Career and Technical Education	American Sign Language, Level II	03980200
Logistics	LMGT 1319	Introduction to Business Logistics	Career and Technical Education	Principles of Distribution and Logistics	13039260
	LMGT 1321	Introduction to Materials Handling	Career and Technical Education	Principles of Distribution and Logistics	13039260
	LMGT 1323	Domestic and International Transportation Management	Career and Technical Education	Management of Transportation Systems	13040300
	LMGT 1345	Economics of Transportation and Distribution	Career and Technical Education	Distribution and Logistics	13040300

	LMGT 1393	Special Topics in Logistics and Materials Management	Career and Technical Education	Practicum in Distribution and Logistics	13040470
	LMGT 2434	Principles of Traffic Management	Career and Technical Education	Practicum in Distribution and Logistics	13040470
	LMGT 1425	Warehouse and Distribution Center Management	Career and Technical Education	Distribution and Logistics	13040300
Machining Technology	MCHN 1302	Print Reading for Machine Trades	Career and Technical Education	Precision Metal Manufacturing	13032500
	MCHN 1338	Basic Machine Shop	Career and Technical Education	Precision Metal Manufacturing	13032500
Visual Communication	IMED 1301	Introduction to Digital Media	Career and Technical Education	Digital Media	13027800
	ARTV 1343	Digital Sound	Career and Technical Education	Digital Audio & Technology I	13009950
	ARTV 1351	Digital Video	Career and Technical Education	Audio/Video Production I & Lab	13008500
Vocational Nursing	VNSG 1160	Clinical - Basics	Career and Technical Education	Health Science Clinical	13020410
	VNSG 1226	Gerontology	Career and Technical Education	Health Science Theory	13020400
	VNSG 1260	Clinical I	Career and Technical Education	Health Science Clinical	13020410
	VNSG 1304	Foundations of Nursing	Career and Technical Education	Principles of Health Science	13020200
	VNSG 1323	Basic Nursing Skills	Career and Technical Education	Health Science Clinical	13020410
	VNSG 1400	Nursing in Health and Illness I	Career and Technical Education	Health Science Theory	13020400
Welding Technology	WLDG 1428	Introduction to Shielded Metal Arc Welding (SMAW)	Career and Technical Education	Metal Fabrication and Machining I	13032700
	WLDG 1457	Intermediate Shielded Metal Arc Welding (SMAW)	Career and Technical Education	Metal Fabrication and Machining II	13032800
	WLDG 1421	Introduction to Welding Fundamentals	Career and Technical Education	Welding I	13032300

	WLDG 1417	Introduction to Layout and Fabrication	Career and Technical Education	Welding II	13032400
	WLDG 1417	Introduction to Layout and Fabrication	Career and Technical Education	Introduction to Welding	13032250
	WLDG 1428	Introduction to Shielded Metal Arc Welding (SMAW)	Career and Technical Education	Welding II	13032400
	WLDG 1457	Intermediate Shielded Metal Arc Welding (SMAW)	Career and Technical Education	Welding II	13032400



The credentialing information listed below includes required guidelines for LSC full-time and adjunct faculty.

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Accounting	ACCT	T	Master's degree in Accounting or Master's degree with 18 graduate hours in Accounting.
	ACNT	W	Associate's or Bachelor's degree in Accounting and 3 years Non-teaching work experience in the field.
Administrative Services (previously Professional Office Technology)	POFT	W	Associate's or Bachelor's degree and 3 years of non-teaching work experience in the field.
	ITSW 1301	W	Associate's or Bachelor's degree and 3 years of non-teaching work experience in the field or industry certification.
	POFL	W	Associate's or Bachelor's degree and 3 years of non-teaching work experience in law offices.
	POFM	W	Associate's or higher degree and 3 years non-teaching work experience. Work experience for Medical for Medical Office courses should be in a medical environment, not general or other office experience.
Agriculture	AGRI	T	Master's degree with 18 graduate hours in biology, ecology, Or wildlife management.
	AGRI 2330	T	A Master's degree with 18 graduate hours in biology, ecology, Or wildlife management.
Anthropology	ANTH	T	Master's degree in Anthropology or Master's degree with 18 graduate hours in Anthropology.
Art	ARTS 1301, 2389	T	MA or MFA in Art, Studio Art, Art Education or Art History or a Master's degree with 18 graduate hours in art, studio art, art education or art history.
	ARTS 1303, 1304	T	MA or MFA in Art, Studio Art, Art Education, or Art History With 18 graduate hours in art history, or a Master's degree with 18 graduate hours in art history.
	ARTS 1311, 1312,1316, 1317, 2311, 2323	T	MA or MFA in Art, Studio Art, or Art Education, or a Master's degree with 18 graduate hours in studio or art education.

**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Art	ARTS 2313, 2314,2316, 2317,2326, 2327,2341, 2342,2333, 2334,2346, 2347,2348, 2349,2356, 2357,2366	T	MA or MFA in Art, Studio Art, or Art Education with graduate hours in the teaching specialty (painting, sculpture, metals, Printmaking, photography, ceramics, visual communication, Digital art) or a Master's degree with 18 graduate hours in teaching specialty.
Associate of Arts in Teaching (AAT)	TECA	T	Master's degree in Educational Psychology, Child Development, Early Childhood Education or Elementary Education or 18 graduate hours in Educational Psychology, Child Development, Early Childhood Education or Elementary Education.
	TECA 1354		Master's degree in Child Development or Master's degree With 18 graduate hours in Child Development; or Master's Degree in Psychology, Educational Psychology, or a related Field with 18 graduate hours of coursework in content specific to child development.
Astronomy	PHYS	T	Master's degree with a major in astronomy, physics, or Related physical science with preparation in astronomy or a Master's degree with 18 graduate hours in astronomy, Physics or a related physical science with at least 6 hours of astronomy/astrophysics or closely related field.
Automotive Tech	AUMT	W	Associate's or Bachelor's degree in Automotive Technology And 5 years non-teaching work experience in the field. ASE Master Certification required.
Biology	BIOL 1406, 1407,1408, 1409,2305, 2389,2406, 2416,2420, 2421	T	A master's degree or higher in theoretical or applied biology or life sciences or a master's degree or higher with 18 graduate credit hours in theoretical or applied biology or life sciences.
	BIOL 2401, 2402,2404	T	A master's degree or higher in theoretical or applied biology or life sciences or a master's degree or higher with 18 graduate credit hours in theoretical or applied biology or life sciences or MD, DDS, DC, DVM with college level anatomy and/or physiology courses.
Biology	BIOL 1322	T	A master's degree or higher in theoretical or applied biology Or life sciences or a master's degree or higher with 18 graduate credit hours in theoretical or applied biology or life Sciences or master's degree or higher in Nutrition.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Biotechnology	BITC	T	Master's degree or PHD in Biology, Biochemistry, Chemistry with an emphasis in Biology, Biotechnology, Immunology, Biomedical engineering, Bioinformatics, Virology, Genetics, Microbiology, Molecular Biology, Cell Biology, Nanotechnology OR a Master's degree plus 18 graduate hours in Biology, Chemistry, Biochemistry, or other area listed above.
Business/ Management	AIRP AVIM	W	Associate's, Bachelor's, or higher degree in aviation management, management, or a related field with 3 years Aviation management experience.
	BUSI	T	Master's degree in Management/Business/ Administration or Master's degree with 18 graduate hours in Management/ Business.
	BUSI 2301	T	Master's degree in Management/Business/ Administration, JD, or Master's degree with 18 graduate hours in Management/Business.
	HAMG HRMO RSTO	W	Associates degree in Hospitality, Business Management, General Business or related field with 3-5 years work experience in the field.
	HRPO	W	Associate's or Bachelor's degree in Business, Management, Administration, or Human Resources, and 3 years non- teaching work experience in Human Resources.
	BMGT BUSG MRKG	W	Associate's or Bachelor's degree in Business Administration or Management, and 3 years non-teaching work experience in the field.
	HECO	W	Associate's or Bachelor's degree in Business Administration or Management or Home Economics, and 3 years non-teaching work experience in the field.
	IBUS	W	Associate's or Bachelor's degree in International Business, International Studies, Business/Management/Administration, and 3 years non-teaching work experience in the field.
Chemistry	CHEM	T	Master's degree in Chemistry or Biochemistry or Chemical Engineering or a Master's degree with 18 graduate hours in Chemistry.
Communication	COMM	T	Master's in Communication or a Master's with 18 graduate hours in Communication or related area.
Computer Information Technology	BCIS	T	Masters with 18 graduate hours in COSC or related field, or an MBA with 18 hours of relevant computer technical coursework or computer technical experience.

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**LSC Faculty Credentials Table**

<b>Program</b>	<b>Course Rubric</b>	<b>Course Type</b>	<b>LSC Guidelines for Credentials</b>
Computer Information Technology	INEW ITSE ITSC ITSW ITSY	W	Associate's or Bachelor's degree in computer science, computer information systems, computer information technology, computer engineering, or computer-based information systems, instructional technology, or business/computer related field (e.g., computer management, decision engineering, data processing, and 3 years non-teaching work experience in the field or industry certification(s).
	ITNW ITMT ITCC	W	Associate's or Bachelor's degree in computer science, computer information systems, computer information technology, computer engineering, computer-based information systems or business/computer related field (e.g., computer management, decision engineering, or electrical engineering and 3 years non-teaching work experience in the field or industry certification (s).
	COSC	T	Master's degree in computer science, computer information systems, computer information technology, computer engineering, or computer-based information systems or related field (s). Master's degree with 18 graduate hours in a specific area of technology.
	COSC 1301	T	Masters with 18 graduate hours in COSC or related field, or an MBA with 18 hours of relevant computer technical coursework or computer technical experience.
Cosmetology	CSME	W	Associate's or Bachelor's degree in Cosmetology and 3 years non-teaching work experience in the field. A current Texas Cosmetology Operator Instructor's License is also required.
Criminal Justice	CRIJ	T	Master's degree in Criminal Justice or a Master's degree with 18 graduate hours in Criminal Justice.
Dance	DANC 1151, 1152,1301, 2151,2152, 2303	T	Master's degree in Dance or a Master's with 18 graduate hours in Dance.
Dance	DANC 1210, 1211,1241, 1242,1245, 1246,1247, 1248,2208, 2209,2241, 2242,2245, 2246,2247, 2248	T	Dance Technique Courses: Demonstrated proficiency or appropriate certification for all technique courses. Bachelor's or Master's preferred.

**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Dental Hygiene	DHYG 1160, 1260,2362, 2363	W	Associate's degree in Dental Hygiene from a CODA accredited dental hygiene program and 3 years non-teaching work experience in the field. Current RDH (Registered Dental Hygienist).
	DHYG 1203, 1207,1211, 1215,1219, 1235,1239, 1301,1304, 1431,2153, 2201,2231	W	Associates of Applied Science or Bachelor's degree in Dental Hygiene from a CODA accredited dental hygiene program. If Associates of Applied Science must also have a Bachelor's degree in related field and 3 years non-teaching work experience in the field. Current RDH (Registered Dental Hygienist) or DDS (Dentist).
			Program Director: Master's degree in Dental Hygiene or related field, graduate of CODA accredited dental hygiene program and 3 years non-teaching work experience in the field. Current RDH (Registered Dental Hygienist) or DDS (Dentist with RDH previous license. DDS with a history of graduating from a CODA Accredited Dental Hygiene Program) with a background in education and the professional experience necessary to understand and fulfill the program goals.
Diagnostic Medical Sonography	DSVT	W	Associate's degree or higher, minimum of 3 years non-teaching work experience in the field, and appropriate credentials to teach in the learning concentration. Current "RVT" or RVS" credential.
	DMSO	W	Associate's degree or higher, minimum of 3 years non-teaching work experience in the field, and appropriate credentials to teach in the learning concentration. Current "RDMS" credential.
	DSAE	W	Associate's degree or higher, minimum of 3 years non-teaching work experience in the field, and appropriate credentials to teach in the learning concentration. Current "RDCS" or "RCS" credential.
Drama	DRAM	T	MA or MFA degree in Drama or Theatre, or a Master's degree with 18 graduate hours in Drama.
Economics	ECON	T	Master's degree in Economics or a Master's degree with 18 graduate hours in Economics.
Education	EDUC 1301, 1325,2301	T	Master's degree in Education or a Master's degree with 18 Graduate hours in Education.
	EDUC 1300	T	Master's degree and complete required institutional professional development.
Electrician	ELPT	W	Associate's degree in electrical Technology OR a Bachelor's degree in Engineering, Electrical/Electronics engineering or Electrical/Electronics Engineering Technology and a minimum of 3 years work-related experience.



**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
	CETT	W	Associate's or Bachelor's degree in an electrical or electronics related field and minimum of 3 years work-related experience.
Emergency Medical Services Professions	EMSP	W	Associate's degree in Emergency Medical Services or related Field or Bachelor's degree and 3 years non-teaching work Experience in the field. Must be certified or registered as a paramedic.
Engineering	ENGR	T	Master's degree in Engineering or a Master's degree with 18 graduate hours in Engineering.
Engineering Technology	ARCE	W	Associate's degree in Engineering Graphics, Drafting technology or Computer Aided Design in the Structural, Civil or Architectural fields. Minimum 3 years in the respective field. Or Bachelor's degree in Architecture or Structural/Civil Engineering or Engineering Technology or Construction Management and minimum 3 years in the respective field.
	CETT 1402	W	Associate's degree or higher in Engineering Technology OR a degree in a related field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	CETT 1403, 1405,1409	W	Associate's degree in Computer Science Engineering, Electrical Engineering, or Electronics and minimum 3 years work-related experience. Or Bachelor's degree in Computer Science with hardware major, Electrical Engineering, or Electronics Engineering Technology and minimum 3 years work-related experience.
	CETT 1425, 1429,1445, 2449	W	Associate's degree in Computer Science Engineering or Electronics and minimum 3 years work-related experience. Or Bachelor's degree in Computer Science with hardware major, Electrical Engineering with Electronics major or Electronics Engineering Technology and minimum 3 years work-related experience.
	CNBT 1342	W	Associate's degree in Engineering Graphics, Drafting Technology or Computer Aided Design in the Structural, Civil or Architectural fields. Minimum 3 years in the respective field and proficiency in building codes. Or Bachelor's degree in Architecture or Structural/Civil Engineering or Engineering Technology or Construction management. Minimum 3 years in the respective field and proficiency in building codes.

**LSC Faculty Credentials Table**

<b>Program</b>	<b>Course Rubric</b>	<b>Course Type</b>	<b>LSC Guidelines for Credentials</b>
Engineering Technology	CNBT 1311	W	Associate's degree in Engineering Graphics, Drafting Technology or Computer Aided Design in the Structural, Civil or Architectural fields and minimum 3 years in the respective field. Or Bachelor's degree in Architecture or Structural/Civil Engineering or Engineering Technology or Construction Management and minimum 3 years in the respective field.
	CPMT	W	Associate's degree in Computer, Electrical, or Electronics Engineering/Engineering Technology (with computer-based coursework) or Associate's degree in Computer Information Technology. Minimum 3 years work-related experience. Or Bachelor's degree in computer, electrical, or Electronics Engineering/Engineering Technology (with computer-based coursework) and minimum 3 years related work experience.
	DFTG 1317, 2328	W	Associate's degree in Engineering Graphics, Drafting Technology or computer Aided Design in the Structural, Civil or Architectural fields and minimum 3 years in the respective field. Or Bachelor's degree in Architecture or Structural/Civil engineering or Engineering Technology or Construction Management and minimum 3 years in the respective field.
	DFTG 1305, 1309, 2338, 2340	W	Associate's degree in engineering Graphics, Drafting Technology or Computer Aided Design and minimum 3 years in the respective field. Or Bachelor's degree in engineering, engineering Technology or Architecture and minimum 3 years in the respective field.
	DFTG 1371	W	Associate's degree in engineering Graphics, Drafting Technology or Computer Aided Design in the structural, Civil or Architectural fields. Minimum 3 years in the respective field and proficiency in metal building design, fabrication and construction. Or Bachelor's degree in Architecture or Structural/Civil Engineering or Engineering Technology or Construction Management. Minimum 3 years in the respective field and proficiency in metal building design, fabrication and construction.
Engineering Technology	DFTG 1325, 2302	W	Associates degree in Engineering Graphics, Drafting Technology or computer Aided Design in the Mechanical, Manufacturing, Welding or Fabricating fields and minimum 3 years in the respective field. Or Bachelor's degree in Mechanical Engineering or Mechanical Engineering Technology and minimum 3 years work-related experience.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
	DFTG 2307	W	Associate's or Bachelor's degree in engineering, Electrical/Electronics Engineering/Engineering Graphics, Drafting Technology or Computer Aided Design in the Electrical, Structural, Civil or Architectural fields and a minimum of 3 years work-related experience.
	DFTG 2319	W	Associate's degree in engineering Graphics, Drafting Technology or Computer Aided Design. Minimum 3 years in the respective field and proficiency in CAD programming and macros. Or Bachelor's degree in engineering, Engineering Technology or Architecture. Minimum 3 years in the respective field and proficiency in CAD programming and macros.
	DFTG 2323	W	Associate's degree in Engineering Graphics, Drafting Technology or Computer Aided Design. Minimum 3 years in the respective field and proficiency in process piping systems. Or Bachelor's degree in Mechanical, Chemical Engineering, or Mechanical Engineering Technology. Minimum 3 years in the respective field and proficiency in process piping systems.
	DFTG 2331	W	Associate's degree in Engineering Graphics, Drafting Technology or Computer Aided Design in the Structural, Civil or Architectural fields. Minimum 3 years in the respective field AND proficiency in Parametric Architectural Design Software. Or Bachelor's degree in Architecture or Structural/Civil Engineering or Engineering Technology or Construction Management. Minimum 3 years in the respective field AND proficiency in Parametric Architectural Design Software.
Engineering Technology	DFTG 2335	W	Associate's degree in engineering Graphics, Drafting Technology or Computer Aided Design in the Mechanical, Manufacturing, Welding or Fabricating fields. Minimum 3 years in the respective field AND proficiency in Parametric Mechanical Design Software OR Bachelor's degree in Mechanical Engineering or Mechanical engineering Technology. Minimum 3 years in the respective field AND proficiency in Parametric Mechanical Design Software.
	EECT 2133	W	Associate's degree in computer, Electrical, or electronics Engineering/Engineering Technology and 3 years work-related experience OR Bachelor's degree in computer, electrical, or Electronics Engineering/Engineering Technology and minimum 3 years work-related experience.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
	ELMT 1302	W	Associate's OR Bachelor's degree in Electrical, Electronics Engineering, or Engineering Technology and minimum 3 years work-related experience.
	ELMT 2341	W	Associate's degree or higher in engineering Technology OR degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	ELMT 2380, 2433, 2437	W	Associate's degree in computer, Electrical, or Electronics Engineering/Engineering Technology and 3 years work-related experience OR Bachelor's degree in Computer, Electrical, or Electronics Engineering/Engineering Technology and minimum 3 years work-related experience.
	ELPT	W	Associate's degree in electrical Technology OR a Bachelor's degree in Engineering, Electrical/Electronics engineering or Electrical/Electronics Engineering Technology and a minimum of 3 years work-related experience.
	ENTC 1343, 1423	W	Bachelor's degree in Engineering or engineering Technology. Minimum 3 years in the respective field.
	ENTC 2380	W	Associate's degree in Engineering Graphics, Drafting technology of Computer Aided design. Minimum 3 years in the respective field OR Bachelor's degree in Engineering, Engineering Technology or Architecture. Minimum 3 years in the respective field.
Engineering Technology	FCEL	W	Associate's OR Bachelor's Degree in alternative energy Generation, electrical Generation, electrical engineering, Electronics engineering, or chemical engineering. Minimum 3 years related work experience.
	HYDR 1345	W	Associate's degree or higher in engineering Technology OR degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	IEIR	W	Associate's degree or higher in Engineering Technology OR a degree in a related field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	INMT 1311, 1443, 1491	W	Bachelor's degree in Mechanical/Industrial Engineering or Mechanical/Industrial engineering Technology. Minimum 3 years in the respective field AND Proficiency in Manufacturing Systems.
	INMT 1417	W	Associate's degree or higher in Engineering Technology OR degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
	INMT 2303	W	Associate's degree or higher in Engineering Technology OR degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	INMT 2381, 2345	W	Associate's degree in Machining or Manufacturing Technology. Minimum 3 years in the respective field AND Proficiency in Shop Safety, CNC Programming and Machine Tool Practices OR Bachelor's degree in Mechanical/Industrial Engineering or Mechanical/Industrial Engineering Technology. Minimum 3 years in the respective field AND Proficiency in Shop Safety, CNC Programming and Machine Tool Practices.
	INMT	W	Associate's or Bachelor's degree in Machining, Manufacturing Technology or equivalent and 3 years non-teaching work experience in the field.
	INTC 1341	W	Associate's degree or higher in engineering Technology OR degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
Engineering Technology	OSHT	W	Associate's degree or higher in Engineering Technology or Degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	RBTC	W	Associate's degree or higher in Engineering Technology OR degree in related engineering field. Minimum 3 years non-teaching work experience in the subject matter to be taught.
	WIND	W	Associate's OR Bachelor's Degree in Alternative energy Generation, Electrical Generation, electro/Mechanical Engineering, electronics engineering, or Electrical Engineering. Minimum 3 years related work experience.
Developmental English	ENGL 0XXX	D	Bachelor's degree with a major or minor in English, literature, creative writing or in a related field such as education, reading, writing, linguistics, or language arts; or Master's degree in English, literature, creative writing or in a related field such as education, reading, writing, linguistics, or language arts; or Bachelor's degree with related teaching or training experience in one or more of the above mentioned fields.
	Specific sections for ESOL Students	D	Bachelor's or Master's degree with a major or minor in English or in a related field such as education, reading, writing, linguistics, TESOL, or language arts; or Bachelor's degree with related teaching or training experience in one or more of the above fields.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
English	ENGL 1XXX 2XXX	T	Master's degree in English, literature, creative writing or a Master's degree with 18 graduate hours in English, literature, creative writing or rhetoric-composition studies.
English	ETWR	W	Bachelor's degree in English or technical writing with a minimum of three years technical writing experience or a Master's degree with 18 graduate hours in English or technical writing.
English for Speakers of Other Languages (ESOL)	ESOL 0308, 0310,036X, 037X,038X, 039X	D	Bachelor's or higher in TESOL/TESL/TEFL, second or Foreign language acquisition, applied English linguistics, or English, or a master's degree with at least 18 hours in one of these fields. Bachelor's degree or higher with a secondary/postsecondary TESOL Certificate. Bachelor's degree or higher with 3 years of ESOL teaching experience at secondary/postsecondary level.
Environmental Science	ENVR	T	Master's degree with 18 graduate hours in environmental science, biology, environmental geology, and/or ecology.
Fire Science Technology	FIRT FIRST	W	Associate's degree or higher in Fire Science or Bachelor's degree in any other discipline with 4 years non-teaching work experience in the field. Additional requirements are Texas Commission of Fire Protection, Fire Instructor 2, Fire Officer 1, Fire Fighter Intermediate with IFSAC seals for Fire Fighter 1, Fire Fighter 2, Hazmat Awareness and Hazmat Operations.
Foreign Languages	FREN GERM ITAL SPAN	T	Master's degree in the discipline or Master's degree with 18 graduate hours in the discipline.
	Critical Languages: ARAB CHIN JAPN	T	Master's degree in the discipline or Master's degree with 18 graduate hours in the discipline or native speakers with appropriate academic credentials and/or teaching experience.
Game Design & Simulation	GAME	W	Associate's or Bachelor's degree in digital software media, computer science, computer information systems, computer engineering, computer information technology, or computer based information systems, instructional technology or related field and 3 years non-teaching work experience in the field or industry certification.
Geographic Information Systems	GISC	W	Associate's or Bachelor's degree in Cartography, GIS or a related mapping discipline or a Master's degree with at least 18 graduate hours in geology, geography or a related field, and 3 years non-teaching work experience in GIS.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Geography	GEOG	T	Master's degree in Geography or master's degree with 18 graduate hours in Geography.
Geology	GEOL	T	Master degree in Geology or Earth Science, or a Master's degree with 18 graduate hours in Geology or other Earth Sciences.
Government	GOVT	T	Master's degree in Political Science/Government or Master's degree with 18 graduate hours in Political Science/Government; JDs and MPAs must have 18 graduate hours in related Political Science/Government courses.
Health Information Technology	HITT MRMT	W	Bachelor's degree in health information management/administration or associate degree in health information technology.
	HPRS	W	Associate's degree in a health care field with appropriate current licensure, certification, or registration in the field and 3 years of relevant work experience.
	HITT 1305	W	Associate's degree (bachelor's preferred) in a health care field such as nursing, respiratory care, health information administration, etc.
History	HIST	T	Master's degree in History or master's degree with 18 graduate hours in History.
Humanities	HUMA	T	Master's degree in Humanities, Liberal Arts, Art History, Classical Studies, or a Master's degree with a minimum of 18 graduate semester hours from any one or combination of the following areas: Philosophy, English Literature, Arts, History, and Humanities. Graduate hours in Speech or Foreign Languages would not be appropriate. Master's in Classical Studies is appropriate. "Arts" is limited to MFA or a minimum of 15 of the 18 graduate hours in non-performance arts.
Human Development	HUMD	D	Bachelor's or higher degree in Education, Psychology, Adult Education, Special Education, Career Education, Educational Psychology, Guidance and Counseling, or Social Work with experience in counseling.
	HUMD 0300	D	Bachelor's degree required; higher education experience preferred.
Human Services	CMSW DAAC GERS SCWK	W	Associate's or Bachelor's degree in Human Services area (Psychology, Counseling, Social Work or Human Services), 3 years non-teaching work experience in the field and appropriate license.
HVAC Heating/AC & Refrigeration	HART IEIR CETT	W	Associate's degree in AC/Heating & Refrigeration and 3 years non-teaching work experience in the field.

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**LSC Faculty Credentials Table**

<b>Program</b>	<b>Course Rubric</b>	<b>Course Type</b>	<b>LSC Guidelines for Credentials</b>
Industrial Diesel Technology	DEMUR	W	Associate's Degree in Industrial Technology, Diesel Technology, Mechanical Engineering, Machining Technology or related field and 3 years of experience in the field.
Interior Design Technology	INDS	W	Associate's or Bachelor's degree in Interior Design and 3 years non-teaching work experience in the field.
Interpreter Training Technology	SLNG	W	Associate's in Interpreter Training, Deaf Education, ASL, Special Education (with appropriate emphasis in deafness), or Communications (with appropriate emphasis such as deaf education). Associate's with certification as an Interpreter or Deaf Support Specialist. 3 years non-teaching work experience in the field.
	SGNL	T	Master's degree in Deaf Education, Deaf Studies, ASL, Special Education (with appropriate emphasis in deaf education), Communications (with appropriate emphasis such as deaf education), Bicultural or Bilingual Education, or a Master's degree with 18 graduate hours in the above disciplines.
Journalism	COMM	T	Master's degree in Journalism or Mass Communication, or Master's degree with 18 graduate hours in Journalism or Mass Communication.
Land Surveyor	SRVY	W	Associate's degree or higher, with a license, or certification, previously licensed, previously certified in the Surveying Industry with a minimum of 3 years of work experience in the surveying industry.
Live Entertainment Technology (previously Audio Visual Systems Specialist)	AVTS	W	Associate or Bachelor's degree in Technical Theatre, Radio/Television/Film (RTF), Electronic Media, or related field Plus a minimum of 3 years related work experience.
Logistics Management	LMGT	W	Associate's or Bachelor's degree in Logistics or related field and 3 years non-teaching work experience in the field.
Machining	MCHN	W	Associate's degree in Machining or Manufacturing Technology. Minimum 3 years related work experience. OR Bachelor's degree in Mechanical/Industrial engineering or Mechanical/Industrial engineering Technology. Minimum 3 years related work experience.
	1319, 1343 1338,1352, 1380,1381, 1390,1391, 2331,2334, 2335,2341		

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
	MCNH	W	Associate’s or Bachelor’s degree in Machining, Manufacturing Technology or equivalent and 3 years non-teaching work experience in the field.
Massage Therapy	MSSG	W	Certificate in Massage Therapy, current NCBTMB Massage Therapist’s License and 3 years non-teaching work experience as a massage therapist.
Mathematics	MATH	T	Master’s degree in Mathematics or Master’s degree with 18 graduate hours in mathematics or Statistics.
	TECM	W	Bachelor’s degree together with an educational background and/or work experience strongly related to mathematics. Such a background or experiences might include, for example, a degree in engineering or sciences, experience in mathematical instruction at a level equivalent to LSCS’s developmental math courses, etc.
Developmental Math	Math OXXX	D	Bachelor’s degree or higher with a minimum of 12 undergraduate hours in mathematics, statistics, or mathematics education.
Medical Assisting	ECRD MDCA HPRS	W	Bachelor’s degree with certification in medical assisting or associate degree in medical assisting related field with certification in medical assisting, and 3 years non-teaching work experience in the field.
Medical Radiologic Technology	CTMT MRIT RADR	W	Associate’s or Bachelor’s degree in Radiologic Technology and 3 years non-teaching work experience in the professional discipline. Certification by the American Registry of Radiologic Technologists and registration in the pertinent discipline.
			Adjunct Clinical Instructor-Associate’s or Bachelor’s degree in Radiologic Technology and 2 years non-teaching work experience in the professional discipline. Certification by the American Registry of Radiologic Technologists and registration in the pertinent discipline.
			Program Director--minimum qualifications: Master’s degree. Two years of experience as an instructor in a JRCERT accredited program, 3 years non-teaching work experience in the professional discipline, and certification by the American Registry of Radiologic Technologists and registration in the pertinent discipline.

**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Music	MUAP MUEN	T	Demonstrated proficiency or experience in specific performance area. Bachelors or Masters preferred.
Music	MUSI	T	MA in Music (Master of Arts in Music), MM (Master of Music), MM in Education (Master of Music in Education) MME (Master of Music Education), or a Master’s degree with 18 graduate hours in Music.
	MUSC	W	MA in Music (Master of Arts in Music), MM (Master of Music), MM in Education (Master of Music in Education) MME (Master of Music Education), or a Master’s degree with 18 graduate hours in Music.
Nursing (Associate Degree Nursing)	RNSG	W	Master’s degree in Nursing and 3 years non-teaching work experience in the field. Must hold a current unencumbered Texas RN license.
Nursing (Vocational Nursing)	VNSG	W	Associate’s or Bachelor’s degree in Nursing and 3 year’s non-teaching work experience in the field. Must hold a current unencumbered Texas RN license.
Occupational Therapy Assistant	OTHA	W	<p>Full-time Faculty must hold a Bachelor’s degree or higher with a minimum of an Associate’s degree in Occupational Therapy or Occupational Therapy Assistant from an institution accredited by a USDE recognized regional or national accrediting body and 3 years non-teaching work experience in the field. Must have a current Texas license as an OT or OTA.</p> <p>Part-time Faculty must hold an Associate’s degree or higher in Occupational Therapy Assistant or a Bachelor’s degree or higher in Occupational Therapy from an institution accredited by a USDE recognized regional or national accrediting body and 3 years nonteaching work experience in the field. Must</p>
			<p>Program Director: Must hold a minimum of a master’s degree (not limited to occupational therapy) awarded from an institution that is accredited by a USDE recognized national or regional accrediting body and must be initially certified as an occupational therapist or occupational therapy assistant; have a current Texas license, 5 years of experience in the OT profession, at least 1 year experience in a full-time academic appointment with teaching experience at the postsecondary level.</p>

**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Paralegal Studies	LGLA	W	An Associate of Applied Science or Bachelor's degree in Paralegal Studies or Legal Assistant, plus at least three years non-teaching work experience as a paralegal; an Associate's degree or higher degree (in any field), plus a certificate in Paralegal Studies or Legal Assistant, plus at least three years non-teaching work experience as a paralegal; a Juris Doctor degree, in order to comply with ABA guidelines someone with a JD degree should have experience working with paralegals.
Petroleum Data Technology	PTRT 1370, 2331	W	Bachelor's Degree in Geosciences or Petroleum Engineering or related engineering field. Minimum 3 years non-teaching work experience in the petroleum industry.
	PTRT 1301, 1371, 1372, 1373, 1374, 2370	W	Associate's Degree or higher AND minimum 3 years non-teaching experience in petroleum data technology.
Pharmacy Technology	PHRA	W	Associate's degree or higher in Pharmacy or related field. Must be registered as a pharmacist (RPh) or certified as a pharmacy technician (CPhT).
Philosophy	PHIL	T	Master's degree in Philosophy or Master's degree with 18 graduate hours in Philosophy.
	PHIL 1304, 2321	T	Master's degree in Theology, Philosophy, or Comparative Religion or Master's degree with 18 graduate hours in Philosophy, Theology or Comparative Religion.
Physical Education	PHED	T	Master's degree in Kinesiology, Recreation, or Physical Education, Exercise Physiology, sports Administration, or Master's with 18 graduate hours in Kinesiology, recreation, or Physical Education, Exercise Physiology, Sports Administration.  Activity courses: Demonstrated proficiency or appropriate certification for all activity courses, Sports Officiating, and First Aid and Safety, Bachelor's or Master's degree preferred.
Physical Therapist Assistant	PTHA	W	Bachelor's degree in Physical Therapy, or Associate's degree in Physical Therapy Assistant with 3 years non-teaching work experience in the field. Licensure in physical therapy or physical therapist assist required.
Physics	PHYS	T	Master's degree in physics or a closely related physical science or Master's degree with 18 graduate hours in physics or a closely related physical science.

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**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
Process Technology	PTAC	W	Minimum any AAS degree and 3 years work experience in the field.
Psychology	PSYC	T	Master's in Psychology or Master's with 18 graduate hours in Psychology; or Master's in Educational Psychology, or Counseling Psychology with 18 hours of graduate coursework completed in Psychology or analysis of coursework.
	PSYC 2319 SOCI 2326	T	Master's degree in Psychology or Sociology or Master's degree with 18 graduate hours in Psychology or Sociology.
Religion	RELI	T	Master's degree with 18 graduate hours in Theology or Religious Studies from an accredited institution or seminary, or Religion or Philosophy with at least 18 graduate hours that focus on the study of theology and/or religion. We generally do not accept Divinity degrees, unless there is a strong core of Theology or Biblical Studies.
Respiratory Care	RSPT	W	Associate's or Bachelor's degree in Respiratory and 3 years non-teaching work experience in the field. Current Registered Respiratory Therapist (RRT) from the National Board of Respiratory Care (NBRC).  Program Director: Bachelor's degree in Respiratory, 3 years non-teaching work experience in the field, and 2 years teaching experience. Current Registered Respiratory Therapist (RRT) from the National Board of Respiratory Care (NBRC).
ROTC	ARSC (Air Force)		Commissioned Air Force officer with a minimum of a Bachelor's degree; at least one operational assignment in the USAF; and completion of the Air Education and Training Command (AETC) Academic Instructor certification and completion of Professor/Assistant Professor of Aerospace Science course taught by Air University. AF ROTC Commander must have a Master's degree.

**LSC Faculty Credentials Table**

Program	Course Rubric	Course Type	LSC Guidelines for Credentials
	MSCI (Army)		Retired/former Army Active Component or retired or currently serving Reserve and National Guard Army. Minimum educational requirement is an Associate's degree for enlisted positions, Bachelor's/Master's for Officers positions. Permanent Support Minimum 12 years of military experience in the Army. Temporary Support Minimum 10 years of military experience in the Army. Permanent Support experience must be current (within the last 5 years at time of initial assignment as a contractor instructor) and have terminated (preferable at the grade of E-6 or above) with honorable discharge or be retired. Temporary Support experience must be current (within the last 5 years at time of initial assignment as a contractor instructor) and have terminated (preferably at a grade of E-7 or above, with minimum grade of E-6) with an honorable discharge or be retired. Pass the standard APFT (without alternate events) at time of hire.
Sociology	SOCI	T	Master's in Sociology Master's with 18 graduate hours in Sociology.
	PSYC 2319 SOCI 2326	T	Master's degree in Psychology or Sociology or Master's degree with 18 graduate hours in Psychology or Sociology.
Surgical Technologist	SRGT	W	Certificate in Surgical Technology and an Associate's degree or higher in nursing, surgical technology or related field, and a current Surgical Technologist certification (CST), and have a minimum total of three years of experience, either in the operating room scrub role or as an instructor in surgical technology, or a combination of both, within the past five years.
			Program Director-Associate's degree or higher in nursing, surgical technology, or a related health field, current Surgical Technologist certification (CST), and have a minimum total of five years of experience, either in the operating room scrub role or as an instructor in surgical technology, or a combination of both, within the past ten years.

**LSC Faculty Credentials Table**

<b>Program</b>	<b>Course Rubric</b>	<b>Course Type</b>	<b>LSC Guidelines for Credentials</b>
Speech	SPCH	T	Master's in Speech or Communication with a minimum of 18 graduate hours in communication coursework unrelated to the study of mass communications (radio/television productions, journalism, media criticism, broadcasting, public relations, films studies, media writing, etc.), or a Master's degree with 18 hours in communication coursework unrelated to mass communications.
Veterinary Technology	VTHT	W	Associate's or Bachelor's degree in Veterinary Technology from an AVMA-accredited program and a LVT Licensed Veterinary Technician or a licensed DVM and 3 years non-teaching work experience in the field.
Visual Communication	ARTC ARTV GRPH FILMC IMED RTVB		Associate's or higher degree in Art, Commercial Art, Digital Media, Graphic Design, Instructional Media, Visual Communication, or closely related field and a minimum equivalent of 3 years professional work experience in the industry.
Welding Technology	METL NDTE QCTC WLDG	W	Associate's or Bachelor's degree in Metals Science (Metallurgy, Composite Science, etc.), or Welding Technology, Industrial Education, Industrial Arts, or Industrial Technology and 3 years non-teaching work experience in the field.

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**Exhibit E**  
**\_\_\_\_\_ Program Plan Amendment to**  
**Dual Course Credit Partnership Agreement**  
**Between Lone Star College and**  
**\_\_\_\_\_**

This \_\_\_\_\_ Program Plan Amendment is entered into by and between Lone Star College (the “College”) and \_\_\_\_\_ (the “School”). College and School do hereby agree to the following:

**I. STATEMENT OF PURPOSE/INTENT**

The purpose of this Amendment is to outline additional details related to dual credit courses and programs not specifically addressed in the Dual Course Credit Partnership Agreement, dated \_\_\_\_\_ (“Agreement”). This is the \_\_\_\_\_ (first, second, third, etc.) amendment to the Agreement.

This Amendment sets out the terms and conditions of the articulation of students receiving credit from the College \_\_\_\_\_ (College Program) and the School \_\_\_\_\_ (School Program). The appended program curriculum guide has been reviewed by the appropriate administrators and faculty at each institution. All other terms and conditions stipulated in the Agreement shall remain in force and fully applicable to this Amendment. In the case of any conflict between this Amendment and the Exhibits, this Amendment will govern. In the case of any conflict between this Amendment and the Agreement, this Amendment will govern.

**II. OTHER PROGRAM SPECIFIC AGREEMENT INFORMATION, IF APPLICABLE**

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<b>ISD:</b>
<b>ISD Lead Instructor:</b>
<b>LSC AAS Degree:</b>
<b>LSC Certificates leading AAS:</b>
<b>LSC Department Chair:</b>
<b>Academic Calendar Year:</b>

<b>ISD Courses</b>	<b>PEIMS Course #</b>	<b>High School Credits</b>	<b>HS Grade Level</b>	<b>Lone Star College Courses</b>	<b>Lone Star College Course #</b>	<b>College SCH</b>	<b>Weekly Contact Hours</b>	<b>Class Periods Needed Per Grade Level</b>



<b>Lone Star College Course</b>	<b>Supplies needed for course</b>	<b>Capital Equipment needed for course</b>	<b>Course/Program Prerequisites</b>	<b>Age requirements for students</b>

<b>Description</b>	<b>Approximate Cost</b>	<b>School</b>	<b>Shared</b>	<b>Lone Star College</b>

IN WITNESS THEREOF, Parties have executed this Amendment in multiple counterparts. The effective date of this Amendment will be the date of the last signature below.

**LONE STAR COLLEGE**

**SCHOOL**

\_\_\_\_\_  
Signature Date  
Stephen C. Head  
Printed Name  
Chancellor  
Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date  
Dr. Quentin Wright  
Printed Name  
Vice Chancellor, Academic Success  
Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date  
Linda Leto Head  
Printed Name  
AVC, Workforce Education & Corporate Partnerships  
Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

**Note: Modification of this Form requires approval of OGC.**

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR TEXANA  
CENTER AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**RECOMMENDATION:**

That the Board of Trustees approve the memorandum of understanding for Texana Center to provide Youth Mental Health First Aid training for the LCISD faculty during the 2018-2019 school year.

**IMPACT/RATIONALE:**

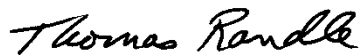
This training is grant funded through Texana Centers and is no cost to the District.

**PROGRAM DESCRIPTION:**

Youth Mental Health First Aid is listed as a best practice resource by the Texas Department of Health and Human Services in providing educators tools to appropriately support student mental health. Youth Mental Health First Aid USA introduces participants to the unique risk factors and warning signs of mental health problems in adolescents, builds understanding of the importance of early intervention, and teaches individuals how to help an adolescent in crisis or experiencing a mental health challenge. Mental Health First Aid uses role-playing and simulations to demonstrate how to assess a mental health crisis; select interventions and provide initial help; and connect young people to professional, peer, social, and self-help care.

Submitted by: Valerie Vogt, Chief Academic Officer  
Dr. Jennifer Roberts, Director Student Support Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**MEMORANDUM OF UNDERSTANDING  
TEXANA CENTER  
AND  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Youth Mental Health First Aid teaches participants the risk factors and warning signs of a variety of mental health challenges common to adolescents including anxiety, depression, psychosis, eating disorders, disruptive disorder and substance use disorders. Participants do not learn to diagnose, nor how to provide therapy or counseling, rather participants learn to support a youth developing signs and symptoms of a mental illness or an emotional crisis by applying a core five-step action plan:

- **Assess** for risk of suicide or harm
- **Listen** nonjudgmentally
- **Give** reassurance and information
- **Encourage** appropriate professional help
- **Encourage** self-help and other support strategies

The Youth Mental Health First Aid USA curriculum is primarily focused on information participants can use to help adolescents and transition-age youth, ages 12-18.

This Memorandum of Understanding (MOU) is made by and between Texana Center (hereinafter, "Texana") and Lamar Consolidated Independent School District (hereinafter, "LCISD"), to provide Youth Mental Health First Aid (hereafter, MHFA) classes to the LCISD faculty.

**PURPOSE**

The purpose of this MOU is to establish the parties' intention to work together to provide Mental Health First Aid to the faculty of LCISD.

**TERM/TERMINATION**

This MOU shall be effective as of June 21, 2018 and continue in effect until terminated by either party, upon thirty (30) days' written notice.

**DUTIES & RESPONSIBILITIES**

**Texana Center**

**a. Texana hereby agrees to:**

- i. Pay to train staff designated by LCISD to be MHFA instructors for purposes of training faculty at LCISD as long as Texana has funding available to do so.
- ii. Texana will pay for and provide all manuals for participants in the classes.
- iii. Texana will report all instructors certified and faculty trained to Texas Health and Human Services Commission (HHSC) as required per Texana contract with HHSC in order to receive funding to cover the costs for the instructors, manuals and other costs incurred.

**Duties and Responsibilities of LCISD**

**b. LCISD hereby agrees to:**

- i. Select staff to become MHFA instructors.
- ii. Ensure that MHFA instructors train a minimum of 3 classes per year in order to remain certified with MHFA.
- iii. Instructors shall support Texana by training faculty in other school districts as requested by Texana and if available to assist.

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Mr. George Patterson  
Chief Executive Officer  
Texana Center

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Dr. Thomas Randle  
Superintendent  
Lamar Consolidated Independent School District

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

**RECOMMENDATION:**

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2018-2019 school year.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

The Agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2018-2019 school year and provides a system for LCISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between 3 and 6 months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

Submitted by: Valerie Vogt, Chief Academic Officer  
Tiffany Mathis, Director of Special Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

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

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

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

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

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

**I.**

**ELIGIBILITY**

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

**II.**

**RESPONSIBILITIES OF THE BTTC/TEXANA**

**BTTC/Texana agrees to:**

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

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

1. Dental services
2. Training and habilitation services

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



the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

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

### III.

#### RESPONSIBILITIES OF THE DISTRICT

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

variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC/Texana campus, classes on BTTC/Texana campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

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

#### **IV.**

#### **CONSULTATION BETWEEN PARTIES**

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

#### **V.**

#### **LIMITATIONS**

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both

parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC/Texana unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

**VI.**

**TERM**

This Agreement shall be effective beginning August 2018, upon execution by both parties, and shall continue in full force and effect through July 2019. If the agreement made in this Agreement is to be continued beyond July 2019, a new Agreement will be executed.

**VII.**

**PROVISION FOR OTHER AGREEMENTS**

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

**VIII.**

**AMENDMENTS**

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

**IX.**

**BINDING ON SUCCESSORS**

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

**X.**

**LEGALITY**

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

**XI.**

**CONFIDENTIALITY**

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

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

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

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

**ATTEST:**

**Texana Center**

**Lamar Consolidated Independent School District**

\_\_\_\_\_  
George Patterson, CEO

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

**THE STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_, Texas

My commission Expires:

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

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

\_\_\_\_\_  
Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

**RECOMMENDATION:**

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC) for the 2018-2019 school year, and authorize the Superintendent to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Submitted by: Valerie Vogt, Chief Academic Officer  
Tiffany Mathis, Director of Special Programs

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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

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

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

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

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

**I.**

**ELIGIBILITY**

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

**II.**

**RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER**

**State Supported Living Center agrees to:**

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

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

1. Dental services
2. Training and habilitation services

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

the District.

- I. Provide nursing services for those students that the ARD determines need instruction at the State Supported Living Center campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:
  - 1. Follow the health policy of the District and State Supported Living Center when illness or infectious/communicable diseases occur.
  - 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
  - 3. Provide timely transportation from District campus classes back to the State Supported Living Center campus when the student is ill or in need of immediate medical care by State Supported Living Center.
- J. Provide meals during the instructional day for those students the ARD determines need to be served on campus in District classes.
- K. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the Director of Education and Training at the State Supported Living Center and the campus designee of the Director of Special Education at the District.
- L. Follow all federal and state requirements governing the development and implementation of the IPP, State Supported Living Center policy, and mutually agreed upon guidelines for the implementation of this Agreement.

### **III.**

#### **RESPONSIBILITIES OF THE DISTRICT**

- A. Make available to the State Supported Living Center, educational assessments and updates, provide access to student records for information necessary to facilitate State Supported Living Center care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from State Supported Living Center's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
  - 1. Attend the IPP interdisciplinary team meetings.
  - 2. Resolve issues that arise in areas of student needs.
  - 3. Resolve issues that arise in areas of District and State Supported Living Center services.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to the State Supported Living Center residents ages 3 through 21 as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations.



- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the State Supported Living Center campus, Center Based classes on State Supported Living Center campus, Dorm based classes on the student's dorm, and bedside instruction in the infirmary. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.
- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to State Supported Living Center staff.
- G. Provide transportation for students to and from the State Supported Living Center for District classes and community based training.
- H. Provide related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
  - 1. Speech and Language therapy
  - 2. Occupational therapy
  - 3. Physical therapy
  - 4. Adaptive equipment
  - 5. Psychological services
  - 6. Diagnostic services
  - 7. Orientation and Mobility training
  - 8. Special transportation
  - 9. Counseling
  - 10. School Health Services
- I. Provide nursing services for those students that the ARD determines need instruction off campus in District classes including the following:
  - 1. Follow the health policy of the District and the State Supported Living Center when illness or infectious/communicable diseases occur.
  - 2. Administer prescribed medication according to physicians' orders on file and follow any special nursing procedures the student may require.
  - 3. Complete and forward injury reports to the State Supported Living Center.
  - 4. Determine when a student is ill or in need of immediate medical care by State Supported Living Center staff and notify the dorm nurse.
- J. Provide meals during the day for students instructed off campus in District classes in accordance with special dietary needs and physician's orders. For students attending on-campus classes, provide feeding and/or supervision and dietary information when appropriate.
- K. Inform State Supported Living Center regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- L. Follow all federal and state requirements governing the development and implementation of

the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

**IV.**

**CONSULTATION BETWEEN PARTIES**

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

**V.**

**LIMITATIONS**

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

**VI.**

**TERM**

This Agreement shall be effective beginning August 2018, upon execution by both parties, and shall continue in full force and effect through July 2019. If the agreement made in this Agreement is to be continued beyond July 2019, a new Agreement will be executed.

**VII.**

**PROVISION FOR OTHER AGREEMENTS**

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

**VIII.**

**AMENDMENTS**

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

**IX.**

**BINDING ON SUCCESSORS**

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

**X.**

**LEGALITY**

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

**XI.**

**CONFIDENTIALITY**

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

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

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

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

**ATTEST:**

**Richmond State Supported  
Living Center**

**Lamar Consolidated Independent School District**

\_\_\_\_\_  
RSSLC Representative

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

**THE STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_, Texas

My commission Expires:

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

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

\_\_\_\_\_  
Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF NEW COURSE OF DUAL CREDIT PSYCHOLOGY  
FOR THE 2018-2019 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the new course offering of Dual Credit Psychology.

**IMPACT/RATIONALE:**

In widening the scope of opportunities for college credit in high school, Dual Credit Psychology will provide high school students with a broader range of opportunity in a more diverse area of interests while earning college credit in high school.

**PROGRAM DESCRIPTION**

The goal of Dual Credit Psychology is to introduce the systematic and scientific study of the behavior and mental processes of human beings and other animals. Included is a consideration of the psychological facts, principles, and phenomena associated with each of the major subfields within psychology. Students also learn about the ethics and methods psychologists use in their science and practice.

Submitted by: Valerie Vogt, Chief Academic Officer  
Valerie Anderson, Director of Advanced Studies

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NEW COURSE OF DUAL CREDIT ON RAMPS ART  
AND ENTERTAINMENT TECHNOLOGY FOR THE 2018-2019 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the new course offerings of Dual Credit On Ramps Art and Entertainment Technology class.

**IMPACT/RATIONALE:**

In widening the scope of opportunities for college credit in high school and On Ramps Art and Entertainment Technology will provide high school students with a broader range of opportunity in a more diverse area of interests while earning college credit in high school

**PROGRAM DESCRIPTION:**

This course presents a broad overview of digital media technologies, software, and applications along with the fundamental concepts of digital representations of images and signals. Students study an assortment of entertainment concepts and experiences, discover the underlying technology involved, and learn how this technology is delivered to the participant. Students also consider the cultural, philosophical, ethical and practical aspects of entertainment technology.

Submitted by:           Valerie Vogt, Chief Academic Officer  
                                  Valerie Anderson, Director of Advanced Studies

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT  
WITH EQUAL OPPORTUNITY SCHOOLS**

**RECOMMENDATION:**

That the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$122,000 and authorize the Superintendent to execute the agreement.

**IMPACT/RATIONALE:**

The cooperation agreement between EOS and Lamar CISD will provide technological tools and data-based consultation services for the problem of students being under-matched with the challenging coursework that will prepare them for college. Research with the College Board, the International Baccalaureate Organization, the U.S. Department of Education, and the Education Trust, reveals that while African-American, Latino, and low-income students are about as likely as their white or upper-income peers to attend schools that offer Advanced Placement (AP) courses, a significant number of those who could handle the rigor miss out on such courses every year. Lamar CISD is committed to ensuring that all students who are academically able are encouraged and have equal opportunity to participate in AP classes. The current programs at Lamar Consolidated, Terry, Foster, George Ranch, and Fulshear High Schools have yielded a high level of success and significantly increased the enrollment in Advanced Placement classes for the 2018-19 academic year by underrepresented populations.

**PROGRAM DESCRIPTION:**

Equal Opportunity Schools will evaluate the size, shape and causes of advanced course enrollment gaps at partner schools, as well as the schools' strengths and their most effective options for closing those gaps. EOS will provide tools and guidance that the Superintendent and Principals can use to build stakeholder support for the ambitious goal of finding every missing student within the current academic year. They will identify missing students and provide recruitment support using an innovative data and analytics system. EOS works with LCISD leadership to incorporate strategies that sustain the gap closure by collaboratively building an Achievement Plan using tested pedagogical and support strategies.

Submitted by: Valerie Vogt, Chief Academic Officer  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
EDUCATIONAL SERVICES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between EQUAL OPPORTUNITY SCHOOLS (hereinafter referred to as "EOS") and acting through its governing body, and LAMAR CISD (hereinafter referred to as "the District"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

**RECITALS**

WHEREAS, LAMAR CISD has the authority to authorize EOS to provide educational services for the District, and EOS has the authority to so act; and,

WHEREAS, EOS has approved this Agreement; and,

WHEREAS, the District and EOS believe it is in the best interests of the students of the District to enter into this Agreement; and,

NOW THEREFORE, EOS and the District for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this Agreement is to build on the District’s progress and experience and EOS’s expertise in establishing equity in AP/IB. Both entities’ objective is to ensure that all students have the opportunity to succeed in challenging high school courses, because the academic intensity of the high school curriculum is the biggest driver of college completion.
- 1.2 EOS and the District (collectively, “Collaborators”) jointly commit to these three objectives:
  1. Fully close race and income participation gaps in AP/IB, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
  2. Raise AP/IB performance, as measured by AP/IB exam passing,
  3. Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what’s possible for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.



ARTICLE II  
TERM

- 2.1 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2019, with the exception of the subsequent activities through December 1, 2029 as outlined in the Memorandum of Understanding (“MOU”) executed on June 21, 2018 and incorporated in this Agreement by reference as Exhibit 1.
- 2.2 Either party may terminate this Agreement upon 30 days written notice to the other party, delivered as required by Article VIII. Termination will be allowed for cause or breach of the Obligations in Articles III and IV and/or the Administrative Provisions of Article V. The District will only be liable for payment for Services received prior to the effective date of such termination.
- 2.3 Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify EOS at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

ARTICLE III  
OBLIGATIONS OF EOS

- 3.1 For the purposes and consideration herein stated and contemplated, EOS shall perform services for the District and carry out the responsibilities outlined in the MOU attached, pages 3 through 6.

ARTICLE IV  
OBLIGATIONS OF THE DISTRICT

- 4.1 The District agrees to carry out the responsibilities as outlined in the MOU attached, pages 3 through 6.

4.2 For services rendered pursuant to this Agreement, the District agrees to pay EOS the following amounts:

**Comprehensive Strategic Support**

Foster High School	\$24,400.00
George Ranch High School	\$24,400.00
Lamar Consolidated High School	\$24,400.00
BF Terry High School	\$24,400.00
Fulshear High School	\$24,400.00

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**Subtotal Due to EOS in 2018-19** \$122,000.00

**Grand Total Due to EOS in 2018-19** \$122,000.00

4.3 EOS will also bill the District for the portion of travel costs attributable to this Collaboration as delineated on page 3 of the MOU attached to this Agreement.

ARTICLE V  
ADMINISTRATIVE PROVISIONS

- 5.1 Each of the Collaborators has identified certain conditions which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive. The conditions are delineated on pages 8 through 10 of the MOU attached.
- 5.2 The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit B of the MOU attached with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information may be found in Exhibit B of the MOU.
- 5.3 For a period until at least December 1, 2029, the District will, on an annual basis (if requested), provide EOS with data files containing the information (in Exhibit C of the MOU) for all students who are in any high school located within the District's boundaries. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties.

ARTICLE VI  
LIABILITY

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

- 6.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the performance of this Agreement.
- 6.3 In no event will EOS be liable to the District for any amount beyond the amount the District has paid EOS under this Agreement, and in no event will the District be liable to EOS for any amount beyond what has been earned by EOS as of the date termination.
- 6.4 Insurance shall be maintained by EOS according to the District's contracting regulations, as shown in Exhibit D of the MOU attached.

ARTICLE VII  
MISCELLANEOUS

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

ARTICLE VIII  
NOTICES

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

following addresses:

To EOS: Reid Saaris  
Executive Director, Equal Opportunity Schools  
130 Nickerson Street, Ste 200  
Seattle, WA 98109

To District: Dr. Thomas Randle  
Superintendent, Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

Copies to: Jill Ludwig, CFO and Valerie Vogt, Chief Academic  
Officer, Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

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

**ARTICLE IX**  
**ENTIRE AGREEMENT AND ATTACHMENT**

- 9.1 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.
- 9.2 THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

**LAMAR CISD**

**EQUAL OPPORTUNITY SCHOOLS**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Collaboration Agreement

Between

Lamar Consolidated Independent School District

&



---

EQUAL  
OPPORTUNITY  
SCHOOLS

**COLLABORATION AGREEMENT**  
**Lamar Consolidated Independent School District & Equal Opportunity Schools**



**1. PARTIES**

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2018 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 130 Nickerson Street, Suite 200, Seattle, WA 98109 (“EOS”), and Lamar Consolidated Independent School District, with an address at 3911 Avenue I, Rosenberg, Texas 77471 (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

**2. COLLABORATION PURPOSE AND OBJECTIVES**

The mission of EOS is to ensure that all students have the opportunity to succeed in challenging high school courses, with a focus on Advanced Placement (“AP”) and International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”). We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”), but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomic (“Missing Students”).

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students through its previous commitments to Equal Opportunity Schools.

Building on the District’s progress and experience and EOS’s expertise in establishing equity in AP/IB, EOS and the District jointly commit to these three objectives:

- a. **Fully close (or maintain closure of) race and income participation gaps in AP/IB**, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
- b. **Raise AP/IB performance**, as measured by AP/IB exam passing.
- c. Develop systems and structures for the district to sustain and improve upon these results in future years, **catalyzing a higher sense of what’s possible** for Missing Students, and enabling further increases in college readiness and closure of opportunity & achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives in the manner set forth in this Agreement, with implementation to occur during the 2018-2019 school year (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

## COLLABORATION AGREEMENT

### Lamar Consolidated Independent School District & Equal Opportunity Schools



#### 3. COSTS & PAYMENTS

- a. The District shall pay EOS as follows:

Participating High Schools	School Year	Access for Equity Phase	Cost Per School
Foster High School George Ranch High School Lamar Consolidated High School Terry High School Fulshear High School	2018-2019	Experience Success	\$24,400
<b>Total Due to Equal Opportunity Schools in 2018-19</b>			<b>\$122,000</b>

- b. Payment to EOS is due in the following intervals each school year for each year of partnership: Fifty percent by August 15, and the remaining 50% by January 15.
- c. EOS will bill the District for the portion of travel costs attributable to this Collaboration. The frequency of EOS Partnership Director visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. EOS's Director of Finance and Administration, Sandy Zook ([sandy@eoschools.org](mailto:sandy@eoschools.org)), will coordinate all accounting matters and expense reimbursements.
- d. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

#### 4. EACH PARTY'S OBLIGATIONS

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive:

The District requires:

- On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
- High-quality EOS staff who effectively enable schools to achieve Collaboration Objectives.
- Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
- EOS help in building internal capacity and sustainability among the District Office administrators, as well as school leaders and staff to continue improvement efforts beyond the timeframe of the Collaboration.

EOS requires:

- Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for

## COLLABORATION AGREEMENT

### Lamar Consolidated Independent School District & Equal Opportunity Schools

- the schools to meet the Objectives, and provision of necessary financial resources.
- b. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding all Missing Students and fully closing AP/IB participation gaps while raising AP/IB performance.
  - c. Participation as needed to the District's data liaison for joint inquiry and analysis.
  - d. The District's willing participation in joint research and evaluation efforts for the Collaboration including, but not limited to, maintaining a subscription to the National Student Clearinghouse, which provides each school's college completion data to the district (by July 1, 2018, at an estimated cost of \$450/school/year) for a period until at least December 1, 2029.

#### 5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

#### 6. CONFIDENTIALITY OBLIGATIONS

The Collaborators shall abide by all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS agrees to comply with the Confidentiality Obligations outlined in Exhibit B below with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

#### 7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

- a. For a period commencing on the Effective Date and lasting through the 2028-29 academic school year. The District will, on a regular basis, provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties.
- b. EOS agrees to use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- c. EOS may publish aggregated data pertaining to marketing, reporting and other public facing materials in order to promote the objectives of this Agreement. In each instance, EOS shall not disclose any personally identifiable information.



## COLLABORATION AGREEMENT

### Lamar Consolidated Independent School District & Equal Opportunity Schools



- d. EOS may also share certain information, including personally identifiable information (with District's consent), with third party service providers and partners in order to fulfill its obligations under this Agreement.
- e. Subject to applicable law, including FERPA, content of the Data Set may also include other education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement.

#### 8. INSURANCE

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

#### 9. TERM; TERMINATION.

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until the Agreement is terminated as set forth below (the "**Term**").
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.
- d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(iv) and 10 through 15, inclusive.

**10. ENTIRE AGREEMENT.** This Agreement and its Exhibits constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

**11. MODIFICATIONS; NO WAIVER.** No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure.

**12. SEVERABILITY; ENFORCEABILITY.** If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. GOVERNING LAW; JURISDICTION.** This Agreement shall be construed in accordance with the

## COLLABORATION AGREEMENT

### Lamar Consolidated Independent School District & Equal Opportunity Schools



laws of the State of Washington, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Washington; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Washington.

**14. NOTICES.** All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

**If to EOS:** Attention: Sandy Zook  
Address: 130 Nickerson St, Suite #200, Seattle, WA 98109  
Email address:

**If to District:** Attention:  
Address:  
Email address:

**15. COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[this section intentionally left blank]

**COLLABORATION AGREEMENT**

**Lamar Consolidated Independent School District & Equal Opportunity Schools**



**SIGNATURES**

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

Lamar Consolidated Independent School District

For Equal Opportunity Schools

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City      State      Zip

**School District Accounts Payable Contact Information**

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**District Data Personnel Contact Information**

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone



**Exhibit A**

**COLLABORATION OVERVIEW**

This Collaboration Overview provides a generalized overview of the Collaboration, but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing. The Collaborators agree to the following overview and work products, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement:

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data in order to support the District’s unique needs as it works to meet and/or sustain the Collaboration Objectives above.

**Action for Equity Phase 2: Experience Success**

By focusing on underrepresented student experience and success in this pathway, partners will continue and deepen their progress toward fully sustainable equity in advanced programs. This pathway is designed to follow a previous EOS partnership focused on equity of access to advanced programs for students of color and low-income students. *Experience Success* is designed to give schools and Districts a similar level of support from EOS as they received in the initial phase of Collaboration, including EOS’s full suite of data tools with new tools addressing underrepresented student experience and success, as well as the focused, in-person attention of an EOS Partnership Director. Schools will receive six visits from a dedicated Partnership Director over the course of the year to provide school and District leaders with the strategic and project management capacity needed to ensure a high standard of implementation to meet the Collaboration Objectives.

**Tools & Analysis:** The following are the set of tools and analyses that the District and its schools can access through Action for Equity Phase 2: Experience Success.

<p>Student Survey, Staff Survey &amp; Staff Recommendations</p>	<p>The Fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the SICs and Student Lists tools. EOS will also provide schools with raw survey data.</p>
<p>Learning Mindset Activators</p>	<p>With the support of Stanford’s PERTS team, EOS has developed a set of questions and online activities that are proven to activate growth mindset and sense of belonging, the two most significant non-cognitive factors shown to improve student academic performance. EOS will remotely manage the administration of these questions and online activities. The Student Belonging Activation is designed to help students feel like they belong in rigorous classes by assuring them that experiences of uncertainty and struggle are normal. The Student Growth Mindset Activation fosters the belief that students in a supportive school environment can grow their intelligence. The Staff Belonging Activation is structured to help school staff learn more about the research and practices for supporting students’ feelings of belonging in an academic setting. The Staff Growth Mindset</p>

## COLLABORATION AGREEMENT

**Lamar Consolidated Independent School District & Equal Opportunity Schools**



	Activation supports school staff in learning more about the research and practices promoting the idea that people can change their brain's capacity to learn through effort and hard work.
EOS AP/IB Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB classes in your school. As AP/IB students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB experience. EOS will remotely manage the AP/IB experience surveys, and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB courses.
Support Report	The Support Report will provide schools concrete recommendations for building support structures that will aid students and staff in pursuit of academic success in AP/IB. The reports draw on analysis of school-, student- and staff-level data surfaced through the Fall surveys. Support Reports bring together numerous best practices from across EOS's portfolio, with recommendations informed by individual school needs.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 <sup>th</sup> and 11 <sup>th</sup> grade students on the Outreach Lists. SICs are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and staff advocates.
Outreach Lists	The Outreach List contains 10 <sup>th</sup> and 11 <sup>th</sup> grade students identified through EOS's proprietary model and relies on both student- and school-level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 <sup>th</sup> grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS provides schools with enrollment updates during course registration that facilitate further strategy and action around student outreach.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB access reality compared to access for the previous school year, (b) Gaps Charts showing enrollment for 11 <sup>th</sup> /12 <sup>th</sup> graders by race & segment, and (c) Equity Bars capturing the rate at which underrepresented students enroll in AP/IB relative to benchmark students.
Semester AP/IB Grade Analysis	EOS will analyze and present data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.
AP/IB Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

## COLLABORATION AGREEMENT

### Lamar Consolidated Independent School District & Equal Opportunity Schools



**Supports:** The following are the set of EOS supports that will accompany the above described tools:

Assigned Partnership Director	<p>An EOS Partnership Director will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during approximately six in-person visits over the course of the year. The Partnership Director will engage with district/school leaders regularly around these topics, among others:</p> <ul style="list-style-type: none"> <li>• Leadership coaching, project management and support for Principals and/or district leadership</li> <li>• Coaching on uses and strategies for the EOS data tools</li> <li>• Support in utilizing the Equity Pathways Report for actionable planning</li> <li>• On-site presentation of Equity Pathways Report or Student Follow-Up survey analysis</li> <li>• Co-Development of Outreach &amp; Recruitment Strategies, and student &amp; staff success planning</li> <li>• Leading student and staff focus groups</li> </ul>
EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live Webinar Training	EOS will host live webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

EOS's responsibilities above will be performed by a Partnership Director assigned to the district, and other supporting members of the EOS team. Partnership Directors are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (re the Collaboration), and coaching support to principals and District leadership.

#### **District Partnership Director**

- ✓ Substantial school/district leadership/coaching experience
- ✓ Highest levels of experience with AP/IB gaps-closed schools/strategies
- ✓ 24-hour response time, and available for ongoing check-ins as requested

#### **Other Key Sources of Expertise Provided by EOS:**

- ✓ An internal EOS community of practice ensures that each Partnership Director is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~450 school & 150 district partnerships in various contexts around the country.
- ✓ An EOS division of Analysts serve as experts for each of the EOS tools and analytics capabilities, including a large scale, custom-built EOS database that facilitates efficient delivery of EOS tools, as well as custom client queries.
- ✓ Supervising Partnership Directors is a Senior Program Leadership Team with many years of education, non-profit, and organizational leadership experience, including experience as Superintendent, trainer of Superintendents, Principal, district Director, non-profit CEO, and private sector management consulting.

**EXHIBIT B**

**Confidentiality Obligations**

**Definition**

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement.

**Acknowledgment of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall not engage in any behavior contrary to any such Applicable Law.

**Restrictions upon EOS’s Disclosure of Confidential Information**

EOS shall use Confidential Information solely for the purposes set forth in this Agreement. The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’s non-disclosure agreement. Except as permitted by FERPA, EOS and its employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

**Maintenance of Confidentiality**

EOS shall exercise due care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure and shall take all reasonable steps necessary to establish safeguards that are consistent with all applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that does not permit identification, directly or indirectly, of individual students or staff.

**Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records within a reasonable time after when that information is no longer needed for any purpose contemplated by this Agreement.



**EXHIBIT C**

**Data Sharing for Ongoing Study & Instructional Improvement**

EOS will use student-level data to study and evaluate its programs and services. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accord with the requirements of Applicable Law.

In order to provide the contract services to the District, EOS will need access to the following:

<b>Data Elements</b>	<b>Data Level</b>	<b>Data Use</b>
Demographics (Race, Gender, FRL, IEPs, ELL)	Student	EOS will use this information to identify the school-wide participation trends in AP and IB classes; to identify gaps in participation, or “Missing Students”; and to accurately identify the size and causes of those gaps.  EOS will use this information to inform their understanding of the effectiveness of their efforts; if participation in these programs is expected to lead to better post-secondary preparation and outcomes for students, then there should be evidence of such activity.
Course Enrollment	Student	
Course Grades	Student	
AP Exam Scores /IB Exam Scores	Student	
Graduation Status	Student	
Student Photos	Student	
Course Enrollment	Student	
GPA	Student	
SAT / Test Scores	Student	
Staff File	Staff	
National Student Clearinghouse	Student	



# COLLABORATION AGREEMENT

## Lamar Consolidated Independent School District & Equal Opportunity Schools



### EXHIBIT D – Insurance

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	OP ID: SR DATE (MM/DD/YYYY) <b>04/20/2018</b>
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>		
<p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>		
<b>PRODUCER</b> Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>EQUAL-1</b>	
<b>INSURED</b> <b>Equal Opportunity Schools</b> 130 Nickerson Street, Ste 200 Seattle, WA 98109	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Philadelphia Indemnity Ins. <b>18058</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>			PHPK1768729	03/22/2018	03/22/2019	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input checked="" type="checkbox"/> Sexual Abuse						MED EXP (Any one person) \$ <b>5,000</b>
	<input checked="" type="checkbox"/> \$1,000,000 Per Occ						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>			PHPK1768729	03/22/2018	03/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> HIRED AUTOS				\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$			
							\$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			PHPK1768729 WA STOP GAP	03/22/2018	03/22/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>A</b>	<b>PROFESSIONAL LIABILITY</b>			PHPK1768729	03/22/2018	03/22/2019	Per Occ <b>2,000,000</b>
							Aggregate <b>2,000,000</b>

<b>CERTIFICATE HOLDER</b>  <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <p style="text-align: center; margin-top: 5px;"><b>CERTIFICATE HOLDER</b></p>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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COLLABORATION AGREEMENT
Lamar Consolidated Independent School District & Equal Opportunity Schools

EXHIBIT D – EOS W-9

Form W-9 Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.
Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return): Name is required on this line; do not leave this line blank.
EQUAL OPPORTUNITY SCHOOLS
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.) See instructions.
130 Nickerson Street, Suite 200
6 City, state, and ZIP code
Seattle, WA 98109
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.
Social security number
Employer identification number
3 7 - 1 6 0 9 6 5 9

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Reid Saaris Date May 1, 2018

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CONSIDER APPROVAL OF THE INCLUSIVE PLAYGROUND PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve the Inclusive Playground Project at Hubenak Elementary, Frost Elementary, Jane Long Elementary, Williams Elementary, and Taylor Ray Elementary.

**IMPACT/RATIONALE:**

The benefits of the inclusive playgrounds allow students with disabilities to be afforded an equal opportunity to participate in nonacademic activities with their non-disabled peers, to the maximum extent appropriate, in nonacademic settings such as recess periods and recreational activities. (CFR §300.117; §300.107) The campuses selected have 2 to 5 self-contained special education programs for students with moderate to severe disabilities, including 3 and 4-year-old students.

**PROGRAM DESCRIPTION:**

Each of the inclusive playgrounds will allow accessibility to the playground equipment by using a flatter surface conducive for wheelchairs and other assistive devices that are required for physical movement. The playgrounds will include five different play structures and a sensory wall for those students who have difficulty with constant social interaction and require time to themselves.

Submitted by:           Valerie Vogt, Chief Academic Officer  
                                  Tiffany Mathis, Director of Special Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



**LONE STAR RECREATION**

ALL PURCHASE ORDERS, CONTRACTS, AND  
CHECKS TO BE MADE OUT TO:  
**Landscape Structures**  
**SDS 12-0395 PO Box 86**  
**Minneapolis, MN 55486-0395**

Date of Proposal: 3/16/18

**CONTACT:** Tiffany K. Mathis (Director of Special Programs)  
**PHONE:** 832-223-0468  
**EMAIL:** [tmathis@lcisd.org](mailto:tmathis@lcisd.org)

**INSTALLATION SITE NAME AND ADDRESS:**

**LSI Payment Terms:** Please pay \$280,140.00 due 30 days from ship date of equipment and \$354,600.00 upon acceptance and completion of installation, surfacing and site work.

**SHIP TO:** Adams Contractors  
 9502 Fairbanks N. Houston  
 Houston, Texas 77040

**Estimated shipping time: 2-4 weeks**

**BILL TO:** Lamar Independent School District  
 4907 Avenue I  
 Rosenberg TX 77471  
 Lamanda Nipps (Purchasing Manager)  
 Phone: 832-223-0169

**Proposal expires: 11/30/18**

**Proposal Prepared For: Inclusive Playground Project**  
**We are please to submit this proposal for the following items:**

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXT AMT
<b>5 -12 age group</b>				
6	111480-7-2	Playbooster Play Equipment (Inclusive Play Project)	\$ 10,840.00	\$ 65,040.00
6	186490A	We-saw DB Only	\$ 9,100.00	\$ 54,600.00
6	173591A	OmniSpin Spinner Surface Mount	\$ 7,010.00	\$ 42,060.00
6	168099A	Cozy Dome DB	\$ 3,795.00	\$ 22,770.00
18	168100A	Sensory Play Center Wall DB	\$ 1,145.00	\$ 20,610.00
6	168108A	Kaleidospin Panel	\$ 2,595.00	\$ 15,570.00
6	168104A	Optigear Panel	\$ 2,595.00	\$ 15,570.00
6	168662A	Marble Panel	\$ 1,555.00	\$ 9,330.00
12	168101A	Sensory Play Center Wall End DB	\$ 765.00	\$ 9,180.00
24	168661A	Sensory Play Station Plate		N/C
6	177332A	Single Post Swing Frame 8' Beam	\$ 1,115.00	\$ 6,690.00
6	177351A	Molded Bucket Seat w/Harness/ProGuard Chains	\$ 710.00	\$ 4,260.00
6	174018A	Belt Seat ProGuard Chains for 8' Beam	\$ 110.00	\$ 660.00
6	182503C	Welcome Sign (LSI Provided)		N/C

**Installation**

6		Installation of play equipment (6 schools)	\$ 15,500.00	\$ 93,000.00
6		Installation of PIP surface to 1682 sf 497 sf of rollover edge thickness 140 sf @ 3.5", 1542 sf @ 2" 50/50 color black and standard color/apply concrete sub base and concrete border/sidewalk 5" wide up to 10' long (6 schools)	\$ 40,000.00	\$ 240,000.00
6		Apply 60 yards of EWF with geotext liner (6 schools)	\$ 3,600.00	\$ 21,600.00

SUBTOTAL MATERIAL \$ 620,940.00  
 FREIGHT 13,800.00  
 DISCOUNT  
 SALES TAX

ACCEPTED BY CUSTOMER

PRINT NAME  
 Bryan de la Rua

PROPOSED BY

**TOTAL \$ 634,740.00**

Pricing is for the above does not include, additional insured addendum, off loading of equipment, at time of delivery storage, security, or any applicable taxes, bonds, or permits. Orders cancelled after 5 days will be subject to a 20% restocking fee and return freight charges as applicable. Returns of new equipment accepted within 60 days of the original invoice date. All parts are subject to inspection upon return. Parts not included in this return policy are Custom parts(including PlayShaper posts), as well as used or damaged.

## **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 2018 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 2018 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 \$25,669,008 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	16,691,284
614	Employee Benefits	804,754
621	Professional Services	17,007
623	Education Services Center	17,917
624	Contracted Maintenance and Repair Services	452,452
625	Utilities	679,382
626	Rentals and Operating Leases	78,195
629	Miscellaneous Contracted Services	432,796
631	Supplies and Materials for Maintenance and Operations	260,479
632	Textbooks and Other Reading Materials	99,414
633	Testing Materials	39,974
634	Food Service	517,548
639	General Supplies and Materials	636,231
641	Travel and Subsistence -- Employee and Student	125,990
649	Miscellaneous Operating Costs/Fees and Dues	56,128
659	Other Debt Services Fees	2,650
661	Land Purchase and/or Improvements	8,600
662	Building Purchase, Construction, and/or Improvements	4,608,488
663	Furniture & Equipment - \$5,000 or more per unit cost	127,154
131	Inventory Purchases	5,274
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	7,291
	<b>Total</b>	<b>25,669,008</b>

**PROGRAM DESCRIPTION:**

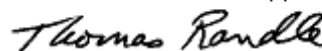
The report above represents all expenditures made during the month of May 2018. The detailed check information is available upon request.

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, 2018**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	163,694,367.00	161,518,799.00	(2,175,568.00)	98.7%
5800-STATE PROGRAM REVENUES	99,718,336.00	54,723,973.00	(44,994,363.00)	54.9%
5900-FEDERAL PROGRAM REVENUES	3,005,000.00	3,089,282.00	84,282.00	102.8%
<b>TOTAL- REVENUES</b>	<b>266,417,703.00</b>	<b>219,332,054.00</b>	<b>(47,085,649.00)</b>	<b>82.3%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	222,001,658.00	161,982,348.00	60,019,310.00	73.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,895,799.00	15,550,649.00	9,345,150.00	62.5%
6300-SUPPLIES AND MATERIALS	13,914,791.00	7,473,406.00	6,441,385.00	53.7%
6400-OTHER OPERATING EXPENDITURES	5,666,527.00	3,470,488.00	2,196,039.00	61.2%
6600-CAPITAL OUTLAY	4,663,319.00	3,159,563.00	1,503,756.00	67.8%
<b>TOTAL-EXPENDITURES</b>	<b>271,142,094.00</b>	<b>191,636,454.00</b>	<b>79,505,640.00</b>	<b>70.7%</b>



**Lamar CISD  
Local Investment Pools  
as of May 31, 2018**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	2,556,341.35	1,700,000.00	0.00	5,173.17	4,261,514.52
General Account	99,740,695.18	0.00	15,357,542.66	135,331.52	84,518,484.04
Health Insurance	225,578.95	1,319,209.33	1,400,000.00	858.54	145,646.82
Workmen's Comp	320,850.12	38,333.33	30,000.00	496.75	329,680.20
Property Tax	7,909,216.48	1,141,627.10	0.00	12,577.33	9,063,420.91
Vending Contract Sponsor	483,733.61	0.00	0.00	704.96	484,438.57
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	231,762.84	0.00	0.00	337.76	232,100.60
Student Activity Funds	37,554.03	0.00	0.00	54.67	37,608.70
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	212,793.19	0.00	0.00	310.13	213,103.32
Common Threads Donation	54,169.74	0.00	0.00	78.96	54,248.70
Debt Service 2012A	2,086,612.64	0.00	0.00	3,040.78	2,089,653.42
Debt Service 2012B	271,191.69	0.00	0.00	395.22	271,586.91
Debt Service 2014A	383,634.16	0.00	0.00	559.10	384,193.26
Debt Service 2014B	870,102.42	0.00	0.00	1,268.01	871,370.43
Debt Service 2013	152,639.54	0.00	0.00	222.39	152,861.93
Debt Service 2013A	2,964.41	0.00	0.00	4.34	2,968.75
Debt Service 2015	3,613,586.27	0.00	0.00	5,266.10	3,618,852.37
Debt Service 2016A	1,866,213.49	0.00	0.00	2,719.61	1,868,933.10
Debt Service 2016B	493,889.99	0.00	0.00	719.75	494,609.74
Debt Service 2017	1,707,164.32	0.00	0.00	2,487.86	1,709,652.18
Debt Service 2017 Capitalized Interest	2,036,038.93	0.00	0.00	2,967.15	2,039,006.08
Capital Projects 2017	3,389,705.14	3,913,705.94	0.00	10,096.30	7,313,507.38
Debt Service 2018	4,701,733.59	0.00	0.00	6,851.85	4,708,585.44
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,108.26	0.00	0.00	7.39	5,115.65
Workers' Comp	733,398.26	0.00	0.00	1,061.36	734,459.62
Property Tax Fund	32,719.14	0.00	0.00	47.35	32,766.49
General Fund	2,632,901.13	0.00	0.00	3,810.28	2,636,711.41
Food Service Fund	92,064.93	0.00	0.00	133.23	92,198.16
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	712.83	0.00	0.00	1.03	713.86
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	390.76	0.00	0.00	0.57	391.33
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.62	0.00	0.00	0.06	43.68
Capital Projects 2014B	17.31	0.00	0.00	0.03	17.34
Capital Projects 2015	935.84	0.00	0.00	1.35	937.19
Debt Service Series 2015	1,917,844.18	0.00	0.00	2,775.46	1,920,619.64
Capital Projects 2017	9,740,139.77	0.00	0.00	14,095.73	9,754,235.50
<b>MBIA Texas CLASS Fund</b>					
General Account	15,738,950.66	0.00	0.00	27,546.13	15,766,496.79
Capital Project Series 1998	927.69	0.00	0.00	1.58	929.27
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	6,226,570.26	0.00	218,449.71	10,759.77	6,018,880.32
Debt Service 2015	966,132.02	0.00	0.00	1,690.94	967,822.96
Capital Projects 2017	25,155,237.60	0.00	0.00	37,592.11	25,192,829.71
<b>TEXSTAR</b>					
Capital Projects Series 2007	755.97	0.00	0.00	1.15	757.12
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	985,381.73	0.00	0.00	1,444.36	986,826.09
Debt Service Series 2012A	40.54	0.00	0.00	0.04	40.58
Debt Service Series 2012B	1.64	0.00	0.00	0.00	1.64
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	0.74	0.00	0.00	0.00	0.74
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,357,967.26	0.00	0.00	4,922.04	3,362,889.30
Capital Projects 2015	26,132,296.89	0.00	10,204,802.81	28,256.99	15,955,751.07
Capital Projects 2017	22,912,876.65	2,125,260.53	386,257.42	35,799.12	24,687,678.88
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,023,732.92	0.00	0.00	1,523.98	1,025,256.90
Capital Projects Series 2008	143.37	0.00	0.00	0.21	143.58
Capital Projects Series 2012A	57.57	0.00	0.00	0.09	57.66
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,271,863.62	0.00	0.00	3,382.01	2,275,245.63
Debt Service 2015	137,158.74	0.00	0.00	204.18	137,362.92
Capital Projects 2015	15,429,950.49	0.00	0.00	22,969.77	15,452,920.26
Capital Projects 2017	25,315,970.62	0.00	0.00	37,686.58	25,353,657.20
<b>ACCOUNT TYPE</b>					
			<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>	
<b>TEXPOOL ACCOUNT INTEREST</b>			<b>1.72</b>	<b>\$192,522.25</b>	
<b>LONE STAR ACCOUNT INTEREST</b>			<b>1.70</b>	<b>\$21,933.84</b>	
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>			<b>2.06</b>	<b>\$77,590.53</b>	
<b>TEXSTAR ACCOUNT INTEREST</b>			<b>1.73</b>	<b>\$70,423.70</b>	
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>			<b>1.75</b>	<b>\$65,766.82</b>	
<b>TOTAL CURRENT MONTH EARNINGS</b>					<b>\$428,237.14</b>
<b>EARNINGS 9-01-17 THRU 4-30-18</b>					<b>\$2,571,484.87</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>					<b>\$2,999,722.01</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**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 program 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, Director of Budget and Treasury

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Carter Elementary is requesting a budget change to purchase supplies for staff development meetings.

199-51	Plant Maintenance & Operations	(1,000.00)
199-13	Curriculum and Instr. Staff Development	1,000.00

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George Junior High is requesting a budget change to pay for electrical outlets to be installed for digital signage.

199-11	Classroom Instruction	(1,400.00)
199-51	Plant Maintenance & Operations	1,400.00

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Foster High School is requesting a budget change to pay for cafeteria tables.

199-11	Classroom Instruction	(3,714.00)
199-35	Food Services	3,714.00

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The Performing and Visual Arts Department is requesting three budget changes:

The first amendment is to pay for teacher travel and professional development over the summer.

199-21	Instructional Leadership	(3,000.00)
199-13	Curriculum and Instr. Staff Development	3,000.00

The second amendment is to purchase musical instruments for the band and orchestra programs.

199-36	Co-curricular/Extra-curricular Activities	(70,000.00)
199-11	Classroom Instruction	70,000.00

The third amendment is to pay for extra duty for curriculum writing over the summer.

199-36	Co-curricular/Extra-curricular Activities	(15,000.00)
199-13	Curriculum and Instr. Staff Development	15,000.00

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The Accelerated Language Department is requesting a budget change to pay for extra duty for writing test assessments and curriculum to align with the DIP and new TEKS.

199-11	Classroom Instruction	(5,989.00)
199-13	Curriculum and Instr. Staff Development	5,989.00

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The Curriculum Department is requesting a budget change to pay extra duty for curriculum writing this summer.

199-11	Classroom Instruction	(400.00)
199-36	Co-curricular/Extra-curricular Activities	(11,496.00)
199-13	Curriculum and Instr. Staff Development	11,896.00

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The Secondary Education Department is requesting a budget change to purchase College Board testing materials for SAT and TSI.

199-11	Classroom Instruction	(40,534.00)
199-31	Guidance, Counseling & Eval. Services	40,534.00

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The Special Education Department is requesting three budget changes.

The first amendment is to pay for summer school staff.

199-13	Curriculum and Instr. Staff Development	(25,942.00)
199-21	Instructional Leadership	(20,000.00)
199-33	Health Services	(90,000.00)
199-11	Classroom Instruction	135,942.00

The second amendment is to pay for Kajeet wireless services for Homebound students.

199-21	Instructional Leadership	(2,500.00)
199-51	Facilities Maintenance & Operations	2,500.00

The third amendment is to pay for staff travel to the State Dyslexia Conference.

199-13	Curriculum and Instr. Staff Development	(1,500.00)
199-21	Instructional Leadership	1,500.00

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The Office of the Chief Financial Officer and Special Education Department are requesting an amendment to the budget for SHARS administrative costs.

199-00	Revenue	60,000.00
199-41	General Administration	60,000.00

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The Office of the Chief Financial Officer and Child Nutrition Department are requesting to establish a budget to purchase digital menu boards, software, and installation for all secondary schools.

240-35	Food Services	70,000.00
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The Office of the Chief Financial Officer and Technology Services Department are requesting an amendment to the budget for the payment of overage charges on the managed print services contract through May 31, 2018. The contract was terminated on May 31, 2018.

199-11	Classroom Instruction	102,700.00
199-53	Data Processing Services	102,700.00

**CONSIDER APPROVAL TO DELEGATE CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT  
TO OBLIGATE THE DISTRICT FOR CHAPTER 41 PURPOSES**

**RECOMMENDATION:**

That the Board of Trustees consider approval to delegate contractual authority to the Superintendent to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) as described below for the 2018-19 school year.

**IMPACT/RATIONALE:**

Property values, as well as student enrollment and attendance, are used by the State of Texas in its attempt to fairly allocate the funding available for public education. Both of these data elements vary widely, so property wealth on a per capita basis also varies significantly across the state. This variation impacts the state funding formula.

In an attempt to comparably fund all school districts, wealth equalization provisions have been established by the state under Chapter 41 of the Texas Education Code (“Chapter 41”). Chapter 41 governs the redistribution of funds among school districts based on the wealth equalization formula. This redistribution of funds is referred to as “recapture.” Texas Education Agency provisions include the requirement for school districts to select methods and procedures by which to comply with regulations, including documenting those selections through the submission of various documents electronically. To improve efficiency, school districts’ governing bodies are allowed to delegate to the superintendent the contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4), solely for the purpose of obligating the district under TEC, Chapter 41, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 41.006, including the approval of the *Agreement for the Purchase of Attendance Credits* or the *Agreement for the Purchase of Attendance Credits (Netting Chapter 42 Funding)* and related documents.

**PROGRAM DESCRIPTION:**

Districts whose wealth per student exceeds certain levels must select an option by which to reduce their wealth. Under current law, districts with property wealth per weighted average daily attendance (WADA) above the equalized wealth level (EWL) have five options available to reduce its wealth per resident student: (1) consolidate with another district, (2) detach property, (3) purchase attendance credits from the state (Option 3), (4) contract to educate nonresident students (Option 4), and/or (5) consolidate tax bases with another district. Lamar CISD’s wealth level per WADA of \$371,713 will exceed the third EWL of \$319,500 for 2018-19, but will be much less than the first EWL of \$514,000. Also, our adopted Maintenance and Operations tax rate for 2018-19 will remain at or below the \$1.06005 limit written in statute. After consideration of these variables, the District will not be subject to recapture or the related Chapter 41 compliance requirements, but will be required to submit the Chapter 41 selections and documents to the Texas Education Agency. Should the District become subject to recapture at some point, Option 3 (Purchase of Attendance Credits from TEA) would be exercised and the District would comply with all applicable rules and regulations.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF RESOLUTION AND REVISIONS  
TO ACCUMULATED LEAVE BUYBACK PLAN DOCUMENTS**

**RECOMMENDATION:**

That the Board of Trustees consider approval of revisions to Section 401(a) Plan documents due to changes in the Internal Revenue Code (IRC), and the related resolution.

**IMPACT/RATIONALE:**

As defined by Board Policy DEC (Local), eligible employees are paid for qualified accumulated leave upon retirement from the District. In December 2001, the Tax Deferred Accumulated Leave Buyback Plan was established pursuant to Section 401(a) of the IRC. This plan was established for the benefit of employees, allowing for the investment of their post-retirement payment into a tax deferred plan. To maximize benefits available to employees, an additional plan regulated by Section 403(b) of the IRC was established to accommodate leave payments that exceed the amount of contributions allowed by Section 401(a).

**PROGRAM DESCRIPTION:**

Due to revisions of the IRC, it is necessary to periodically review and revise Plan documents. Documents will be executed that are the result of such review and apply to the Section 401(a) Plan. These documents include the Resolution attached as well as the plan adoption agreement.

Submitted by:           Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                                  Dr. Kathleen Bowen, Chief Human Resource Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**ACTION BY UNANIMOUS CONSENT OF GOVERNMENT ENTITY  
RESTATEMENT OF QUALIFIED RETIREMENT PLAN**

The undersigned as the persons entitled to make decisions on behalf of Lamar Consolidated I.S.D. ("Employer") hereby consent to the following resolutions:

WHEREAS, the Employer has maintained the Lamar Consolidated I.S.D. Special Pay Plan ("Plan") since 1-1-2002 for the benefit of eligible employees.

WHEREAS, the Employer has decided to restate the above-referenced Plan to comply with the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and other applicable guidance.



WHEREAS, the Employer wishes to appoint Pelion Benefits, Inc. - Vint C. Butler 888-532-7526 www.pelionbenefitsinc.com as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Lamar Consolidated I.S.D. Special Pay Plan as a complete restatement of the prior Plan, to be effective on 1-1-2018.

RESOLVED FURTHER that the Employer is authorized to execute the restated Plan document and perform any other actions necessary to implement the adoption of the Plan restatement. The Employer may designate any other authorized person to perform the actions necessary to adopt the Plan restatement. A copy of the Plan shall be retained in the business office of the Employer.

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan.

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

_____		
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]



**SUMMARY PLAN DESCRIPTION  
FOR**

**Lamar Consolidated I.S.D. Special Pay Plan**

**1-1-2018**

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# Lamar Consolidated I.S.D. Special Pay Plan

## SUMMARY PLAN DESCRIPTION

### ARTICLE 1 INTRODUCTION

Lamar Consolidated I.S.D. has adopted the Lamar Consolidated I.S.D. Special Pay Plan (the "Plan") to help its employees save for retirement. If you are an employee of Lamar Consolidated I.S.D., you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description.

This Summary Plan Description ("SPD") is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This Summary Plan Description contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this SPD and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this SPD and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

### ARTICLE 2 GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this Summary Plan Description.

**Plan Name:** Lamar Consolidated I.S.D. Special Pay Plan

**Plan Number:** 001

**Employer:**

**Name:** Lamar Consolidated I.S.D.

**Address:**

3911 Avenue I  
Rosenberg, TX 77471

**Telephone number:** 281-341-3151

**Employer Identification Number (EIN):** 74-6002016

**Plan Administrator:**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will allow you to review the formal Plan document and other materials related to the Plan.

The Employer listed above is acting as Plan Administrator. The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

**Trustee:**

All amounts contributed to the Plan are held by the Plan Trustee in a qualified Trust. The Trustee is responsible for the safekeeping of the trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. The trust established on behalf of the Plan will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The following is the name and address of the Plan Trustee(s):

- **Name:** Pelion Benefits, Inc. - Vint C. Butler 888-532-7526 [www.pelionbenefitsinc.com](http://www.pelionbenefitsinc.com)  
**Address:** 3713-C University Dr  
**City, State, Zip Code:** Durham, NC 27707

**Service of Legal Process:**

Service of legal process may be made upon the Employer. In addition, service of legal process may be made upon the Plan Trustee or Plan Administrator.

**Effective Date of Plan:**

This Plan is a restatement of an existing Plan to comply with current law. This Plan was originally effective 1-1-2002. However, unless designated otherwise, the provisions of the Plan as set forth in this Summary Plan Description are effective as of 1-1-2018.

**Plan Year:**

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose the Plan Year is the 12-month period ending 12/31.

### **Plan Compensation:**

In applying the contribution formulas under the Plan (as described in Section 4 below), your contributions may be determined based on Plan Compensation earned during the Plan Year. However, in determining Plan Compensation, no amount will be taken into account to the extent such compensation exceeds the compensation dollar limit set forth under IRS rules. For 2018, the compensation dollar limit is \$275,000. Thus, for plan years beginning in 2018, no contribution may be made under the Plan with respect to Plan Compensation above \$275,000. For subsequent plan years, the contribution dollar limit may be adjusted for cost-of-living increases.

For purposes of determining Plan Compensation, your total taxable wages or salary is taken into account, including any pre-tax salary reduction contributions you may make under any other plans we may maintain, which may include any pre-tax contributions you make under a medical reimbursement plan or "cafeteria" plan. Plan Compensation also includes compensation for services that is paid after termination of employment, as long as such amounts are paid by the end of the year or within 2½ months following termination of employment, if later.

For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

### **Normal Retirement Age:**

You will reach Normal Retirement Age under the Plan when you turn age 55.

## **ARTICLE 3 DESCRIPTION OF PLAN**

**Type of Plan.** This Plan is a special type of retirement plan commonly referred to as a profit sharing plan. A profit sharing plan allows us to make contributions to the Plan on your behalf without having to include such amounts in income. If you have satisfied all of the eligibility conditions described in Article 5 for receiving a Plan Contribution, we will deposit such contribution directly into the Plan on your behalf. Because this money is not reported as income, you do not have to pay any income tax while the money is held in the Plan, and any earnings on such contributions are not taxed while they stay in the Plan. (See Article 4 below for a description of the Plan Contributions authorized under the Plan.)

## **ARTICLE 4 PLAN CONTRIBUTIONS**

The Plan provides for the contributions listed below. Article 5 discusses the requirements you must satisfy to receive the contributions described in this Article 4. Article 7 describes the vesting rules applicable to your plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

### **Employer Contributions**

We are authorized under the Plan to make Employer Contributions on behalf of our employees. In order to receive an Employer Contribution, you must satisfy all of the eligibility requirements described in Article 5 below for Employer Contributions. If you do not satisfy all of the conditions for receiving an Employer Contribution, you will not share in an allocation of such Employer Contributions for the period for which you do not satisfy the eligibility requirements.

**Employer Contribution Formula.** Employer Contributions will be contributed to your Employer Contribution account under the Plan at such time as we deem appropriate. Generally, Employer Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Employer Contributions we make will be made in accordance with the following Employer Contribution formula.

- **Fixed Employer Contribution formula.** We will make a contribution to the Plan on behalf of eligible participants as determined in accordance with the terms of any employment contract that addresses retirement benefits. Such contribution will be placed in an account under the Plan on your behalf, provided you satisfy the eligibility conditions described in Article 5 below. We retain the right to amend the Plan to reduce or eliminate this contribution. If we amend the Plan to reduce or eliminate this fixed contribution, you will be notified of such change. (See Article 11 below for more information regarding Plan amendments.)

### **Rollover Contributions**

If you have an account balance in another qualified retirement plan or an IRA, you may move those amounts into this Plan, without incurring any tax liability, by means of a “rollover” contribution. You are always 100% vested in any amounts you contribute to the Plan as a rollover from another qualified plan or IRA. This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses under the Plan.

You may accomplish a rollover in one of two ways. You may ask your prior plan administrator or trustee to directly rollover to this Plan all or a portion of any amount which you are entitled to receive as a distribution from your prior plan. Alternatively, if you receive a distribution from your prior plan, you may elect to deposit into this plan any amount eligible for rollover within 60 days of your receipt of the distribution. Any rollover to the Plan will be credited to your Rollover Contribution Account. See Article 8 below for a description of the distribution provisions applicable to rollover contributions.

Generally, the Plan will accept a rollover contribution from another qualified retirement plan or IRA. The Plan Administrator may adopt separate procedures limiting the type of rollover contributions it will accept. For example, the Plan Administrator may impose restrictions on the acceptance of After-Tax Contributions or Salary Deferrals (including Roth Deferrals) or may restrict rollovers from particular types of plans. However, you may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. You also must be a current Employee to make a Rollover Contribution to the Plan. Any procedures affecting the ability to make Rollover Contributions to the Plan will not be applied in a discriminatory manner.

If you have questions about whether you can rollover a prior plan distribution, please contact the Plan Administrator or other designated Plan representative.

## **ARTICLE 5 ELIGIBILITY REQUIREMENTS**

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee
- satisfy the Plan’s minimum age and service conditions and
- satisfy any allocation conditions required under the Plan.

### **Eligible Employee**

To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of Lamar Consolidated I.S.D., provided you are not otherwise excluded from the Plan.

**Excluded Employees.** For purposes of determining whether you are an Eligible Employee, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to participate under the Plan (until such time as you no longer fall into an excluded employee category). [See below for a discussion of your rights upon changing to or from an excluded employee classification.]

The following categories of employees are not eligible to participate in the Plan:

- anyone who was not hired by the District before September 19, 1991 and does not have 10 or more years of continuous years of service in the District

### **Minimum Age and Service Requirements**

In order to participate in the Plan, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** There is no minimum age requirement for participation in the Plan.
- **Minimum service requirement.** There is no minimum service requirement to participate under the Plan. Thus, you will be eligible to participate in the Plan (provided you are an Eligible Employee) as of the first Entry Date following your date of employment.

**Entry Date.** Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the first day of the Plan Year or the first day of the seventh month of the Plan Year following the date you satisfy the eligibility conditions described above.

**Crediting eligibility service.** In determining whether you satisfy any minimum age or service conditions under the Plan, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence (including a leave of absence under the Family Medical Leave Act) or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

**Eligibility upon rehire or change in employment status.** If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to meet the eligibility requirements as if you are a new Employee in order to participate under the Plan.

If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in the Plan, all contributions under the Plan will cease as of the date you become ineligible to participate. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

### **Allocation Conditions**

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in the contributions described in Article 4, provided you satisfy the allocation conditions described below.

**Employer Contributions.** You will be entitled to share in any Employer Contributions we make to the Plan if you satisfy the eligibility conditions described above. You do not need to satisfy any additional allocation conditions to receive an Employer Contribution. You will receive your share of the Employer Contributions regardless of how many hours you work during the year or whether you terminate during the year.

## ARTICLE 6 LIMIT ON CONTRIBUTIONS

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

**IRS limit on total contributions under the Plan.** The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2018, the specific dollar limit is \$55,000. (For years after 2018, this amount may be increased for inflation.) For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

**Example:** Suppose in 2018 you earn compensation of \$50,000. The maximum amount of contributions you may receive under the Plan for 2018 is \$50,000 (the lesser of \$55,000 or 100% of \$50,000).

## ARTICLE 7 DETERMINATION OF VESTED BENEFIT

**Vested account balance.** When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your *vested* account balance. For this purpose, your *vested* account balance is the amount held under the Plan on your behalf for which you have earned an ownership interest. You earn an ownership interest in your Plan benefits if you have earned enough service with us to become *vested* based on the Plan's vesting schedule. If you terminate employment before you become fully vested in any of your Plan benefits, those non-vested amounts may be forfeited. (See below for a discussion of the forfeiture rules that apply if you terminate with a non-vested benefit under the Plan.)

The following describes the vesting schedule applicable to contributions under the Plan.

- **Rollover Contributions.** If you rollover amounts from an IRA or another qualified plan to this Plan, you will be 100% vested in such amounts. Thus, you will never lose your rollover contributions once they are rolled over to this Plan. If your rollover contribution account decreases because of investment losses, you will only be entitled to the amount in your rollover contribution account at the time of distribution.

**Protection of vested benefit.** Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 8 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

**Exception to vesting schedule.** The above vesting schedule no longer applies once you reach Normal Retirement Age under the Plan. Thus, if you are still employed with us at Normal Retirement Age, you will automatically become 100% vested in all contributions under the Plan. You also will be fully vested in your entire account balance (regardless of the Plan's vesting schedule) if the plan is terminated.

**Years of Vesting Service.** To calculate your vested benefit under the Plan, your Years of Vesting Service are used to determine where you are on the vesting schedule. You will be credited with a Year of Vesting Service for each year in which you work at least 1,000 hours. The Plan Administrator will track your service and will calculate your years of service in accordance with the Plan requirements.

**Forfeiture of nonvested benefits.** If you terminate employment before you become fully vested in your Plan benefits, you will be entitled to receive a distribution of your *vested* benefits under the Plan. Your non-vested



benefits will be *forfeited* as described below. You are not entitled to receive a distribution of your non-vested benefits.

If you terminate employment at a time when you are only partially-vested (or totally non-vested) in any of your Plan benefits, how the Plan treats your non-vested balance will depend on whether you take a distribution when you terminate employment.

- ❖ **Forfeiture upon distribution.** If you take a distribution of your entire vested benefit when you terminate employment, your non-vested benefit will be forfeited in accordance with the terms of the Plan. If you are totally non-vested in any contributions we made on your behalf, you will be deemed to receive a distribution for purposes of applying these forfeiture rules.
- ❖ **Forfeiture upon five consecutive Breaks in Service.** Depending on the value of your vested benefits, you may be able to keep your benefits in the Plan when you terminate employment. If you do not take a distribution of your entire vested benefit when you terminate employment, your non-vested benefit will remain in your account until you have incurred five consecutive Breaks in Service, at which time your non-vested benefit will be forfeited in accordance with the terms of the Plan. For this purpose, you will have a Break in Service for each year in which you work less than 501 hours. Your vested benefits will not be forfeited under this forfeiture rule. If you have any questions regarding the application of these rules, you should contact the Plan Administrator.

## ARTICLE 8 PLAN DISTRIBUTIONS

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 8 describes when you may request a distribution and the tax effects of such a distribution.

**Distribution upon termination of employment.** When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of \$5,000.** If your total vested account balance exceeds \$5,000 as of the distribution date, you may receive a distribution from the Plan as soon as administratively feasible following your termination of employment. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan. If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to take your distribution in any of the following forms. Prior to receiving a distribution from the Plan, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

- **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. In addition, if permitted by the Plan Administrator, you may take a partial distribution of a portion of your vested account upon termination of employment. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your plan distribution.
- **Vested account balance of \$5,000 or less.** If your total vested account balance under the Plan is \$5,000 or less as of the distribution date, you will be eligible to receive a distribution of your entire vested account balance in a lump sum as soon as administratively feasible following your termination

of employment. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan.

If your total vested benefit under the Plan is between \$1,000 and \$5,000 as of the distribution date and you do not consent to a distribution of your vested account balance, your vested benefit automatically will be rolled over to an IRA selected by the Plan Administrator. If your total vested benefit exceeds \$5000, no distribution will be made from the Plan without your consent. If your total vested benefit is \$1,000 or less as of the distribution date, your entire vested benefit will be distributed to you in a lump sum, even if you do not consent to a distribution.

If your benefit is automatically rolled over to an IRA selected by the Plan Administrator, such amounts will be invested in a manner designed to preserve principal and provide a reasonable rate of return. Common types of investment vehicles that may be used include money market accounts, certificates of deposit or stable value funds. Reasonable expenses may be charged against the IRA account for expenses associated with the establishment and maintenance of the IRA. Any such expenses will be no greater than similar fees charged for other IRAs maintained by the IRA provider. For further information regarding the automatic rollover requirements, including further information regarding the IRA provider and the applicable fees and expenses associated with the automatic rollover IRA, please contact the Plan Administrator or other designated Plan representative.

**In-service distributions.** You may not withdraw amounts attributable to your Employer Contributions while you are still employed. However, you may withdraw amounts attributable to Rollover Contributions at any time.

See Article 10 below for a discussion of the Plan's rules regarding the availability of a loan from the Plan.

**Required distributions.** If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ or terminate employment, whichever is later.

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

**Distribution upon disability.** If you should terminate employment because you are disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules. You will be considered to be disabled for purposes of applying the Plan's distribution rules if you are unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The Plan Administrator may establish reasonable procedures for determining whether you are disabled for purposes of applying the distribution provisions of the Plan.

**Distributions upon death.** If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You may request a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. For purposes of determining your beneficiary to receive death distributions under the Plan, any designation of your spouse as beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid Qualified Domestic Relations Order (QDRO).

**Default beneficiaries.** If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate.

**Taxation of distributions.** Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

**Distributions before age 59½.** If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the "Special Tax Notice," which may be obtained from the Plan Administrator.

**Rollovers and withholding.** You may "roll over" most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will provide you with the appropriate forms for choosing a direct rollover. For more information, see the "Special Tax Notice," which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not "eligible rollover distributions" include:

- annuities paid over your lifetime,
- installments payments for a period of at least ten (10) years,
- minimum required distributions at age 70½
- hardship withdrawals, and
- Certain "corrective" distributions.

*[Note: All of the above distribution options may not be available under this Plan.]*

**Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs)** Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

## ARTICLE 9 PLAN ADMINISTRATION AND INVESTMENTS

**Investment of Plan assets.** You have the right to direct the investment of Plan assets held under the Plan on your behalf. The Plan Administrator will provide you with information on the amounts available for direction, the investment choices available to you, the frequency with which you can change your investment choices and other investment information. Periodically, you will receive a benefit statement that provides

information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Plan Administrator or other Plan representative.

Although you have the opportunity to direct the investment of your benefits under the Plan, the Plan Administrator may decline to implement investment directives where it deems it is appropriate in fulfilling its role as a fiduciary under the Plan. The Plan Administrator may adopt rules and procedures to govern Participant investment elections and directions under the Plan.

**Valuation Date.** To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

**Plan fees.** There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions (including hardship distributions).
- Fees related to the processing of required minimum distributions at age 70½ (or termination of employment, if later).
- Participant loan origination fees and annual maintenance fees.
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator if you have any questions regarding the fees that may be charged against your account under the Plan.

## ARTICLE 10 PARTICIPANT LOANS

The Plan permits Participants to take a loan from the Plan. Thus, you may take a loan from your vested benefits under the Plan. The following procedures generally apply for purposes of administering Participant loans. The Plan Administrator may modify these procedures in a separate, written loan policy. For more information regarding the procedures for receiving a Participant loan, please contact the Plan Administrator.

- **Availability of Participant loans.** Participant loans are available to Participants and Beneficiaries who are parties in interest under the Plan. To receive a Participant loan, you must sign a promissory note and pledge your Account Balance as security for the loan. You will have to enter into a written loan agreement that specifies the amount and term of the loan, and the repayment schedule.
- **Loan limitations.** The total amount you may take as a loan from the Plan may not exceed one-half ( $\frac{1}{2}$ ) of your vested Account Balance. In addition, the total amount you may have outstanding as a loan during any 12-month period may not exceed \$50,000. If you have any questions regarding the amount that is available as a Participant loan under the Plan, please contact the Plan Administrator.
- **Number of outstanding loans and minimum loan amounts.** The Plan may limit the minimum amount available for a loan and the number of loans you may take under the Plan. In determining the availability of a Plan loan, you may only have one outstanding loan at any time. The minimum amount you may take as a loan is \$1,000. The Plan Administrator may refuse to make a loan if it is decided that you are not creditworthy to receive a Participant loan.
- **Reasonable rate of interest and periodic repayment requirement.** If you take a loan from the Plan, you will be charged a reasonable rate of interest. The Plan Administrator will disclose the applicable interest rate at the time you request the loan. The Plan Administrator will provide you with an amortization schedule providing for level periodic payments. The loan repayment period generally may not extend beyond five years. However, if you take a loan for the purchase of your primary residence, the loan period may extend beyond five years (but in no case more than 10 years). Loan repayments must be made through payroll withholding, except to the extent the Plan Administrator determines payroll withholding is not practical given the level of your wages, the frequency with which you are paid, or other circumstances. Please contact the Plan Administrator if you have any questions regarding the rate of interest or repayment period applicable to a Participant loan.
- **Adequate Security.** All Participant loans must be adequately secured. If you take a loan from the Plan, your vested Account Balance will be used as security for the loan. The Plan Administrator may require you to provide additional collateral if the Plan Administrator determines such additional collateral is required to protect the interests of Plan participants.
- **Loan repayment and default procedures.** If you take a loan from the Plan, you must make periodic loan payments, at least quarterly, throughout the loan period. The loan period generally cannot exceed 5 years from the date of the loan. You may be able to enter into a longer loan period if the loan is for the purchase of your principal residence. You will receive an amortization schedule setting forth the required payments under the terms of the loan. If you fail to make a required loan payment by the end of the calendar quarter following the calendar quarter in which the loan payment is due, you will be taxed on the entire amount of the outstanding loan (plus accrued interest) through the date of the default.

If you take a loan from the Plan, the loan will become due and payable in full upon your termination of employment. Upon your termination of employment, you may repay the entire outstanding balance of the loan (including any accrued interest) within a reasonable period following your termination of employment. If you do not repay the entire outstanding loan balance, your vested Account Balance will be reduced by the remaining outstanding balance of the loan and you will be taxed on the entire amount of the outstanding loan (plus accrued interest). Alternatively, you may be able to rollover your loan to a qualified plan maintained by another employer (provided such employer will accept a rollover of your loan note).

**ARTICLE 11  
PLAN AMENDMENTS AND TERMINATION**

**Plan amendments.** We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

**Plan termination.** Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100% vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

**CONSIDER APPROVAL OF PHASE I RELATING TO 2017 BOND PROJECTS FOR  
TRANSPORTATION AND CHILD NUTRITION DEPARTMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve the first phase of retrofitting the current bus fleet with air conditioning and specified renovations to serving lines at Terry High School at an estimated cost of \$385,500.

**IMPACT AND RATIONALE:**

In May 2018, the Board of Trustees approved the Resolution Expressing Intent to Finance Expenditures to be incurred relating to projects approved under the 2017 bond referendum. This resolution allows the District to begin working on projects approved under the bond referendum prior to the first sale of bonds. This sale is scheduled for June 2018. Funding for the first phase of projects will be “loaned” by the General Fund for reimbursement when the proceeds of the first sale are received upon closing in July 2018.

**PROGRAM DESCRIPTION:**

The first project is the retrofitting of school buses with air conditioning. The estimated project cost is \$180,000 and will equip approximately twenty (20) buses with air conditioning. Project completion is scheduled for mid-August.

The second project is the renovation of two (2) serving lines in the kitchen/cafeteria at Terry High School. The estimated cost is \$205,500, and will include the design, custom building, delivery, and installation of an expanded serving line with all new equipment. Project completion is scheduled for mid-August.

Submitted by:       Leslie Haack, Deputy Superintendent of Support Services  
                          Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                          Mike Jones, Director of Transportation  
                          Matt Antignolo, Director of Child Nutrition

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF CAFETERIA MEAL PRICE INCREASES FOR 2018-2019**

**RECOMMENDATION:**

That the Board of Trustees approve increasing meal prices for the 2018-19 school year as shown below.

**IMPACT/RATIONALE:**

In compliance with the “Equity in School Lunch Pricing” provision of the Healthy, Hunger-Free Kids Act of 2010, pricing must be gradually increased to reduce the amount of difference between the price charged for lunches and the reimbursement rate for free lunches. Historically, Lamar CISD has charged substantially less for meals than the reimbursement rate. In addition, the recent operational audit pointed out that meal prices were too low: (1) in comparison with surrounding districts, and (2) for maintaining a program that supports high quality and produces meals that are appealing to students, staff, and visitors.

**PROGRAM DESCRIPTION:**

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

Lamar CISD	Lunch					Breakfast				
	PK-5	6-8	9-12	Adult	Visitor	PK-5	6-8	9-12	Adult	Visitor
1989-90	\$ 1.40	\$ 1.40	\$ 1.50	\$ 1.85	\$ 2.10	\$ 0.90	\$ 0.90	\$ 0.90	\$ 1.10	\$ 1.10
2005-06	\$ 1.40	\$ 1.50	\$ 1.50	\$ 2.00	\$ 2.10	\$ 0.90	\$ 0.90	\$ 0.90	\$ 1.20	\$ 1.20
2008-09	\$ 1.55	\$ 1.65	\$ 1.75	\$ 2.25	\$ 2.25	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.20	\$ 1.20
2011-12	\$ 1.70	\$ 1.70	\$ 1.80	\$ 2.35	\$ 2.35	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.40	\$ 1.40
2013-14	\$ 1.80	\$ 1.80	\$ 1.90	\$ 2.75	\$ 3.00	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.40	\$ 1.40
2014-15	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40
2015-16	\$ 1.95	\$ 2.05	\$ 2.15	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40
2016-17	\$ 2.00	\$ 2.10	\$ 2.20	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40
2017-18	\$ 2.10	\$ 2.20	\$ 2.30	\$ 3.65	\$ 3.75	\$ 1.25	\$ 1.30	\$ 1.35	\$ 2.15	\$ 2.25
<b>2018-19</b>	<b>\$ 2.35</b>	<b>\$ 2.45</b>	<b>\$ 2.55</b>	<b>\$ 3.85</b>	<b>\$ 4.00</b>	<b>\$ 1.25</b>	<b>\$ 1.30</b>	<b>\$ 1.35</b>	<b>\$ 2.15</b>	<b>\$ 2.25</b>

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
 Matt Antignolo, Director of Child Nutrition

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
 Superintendent



**CONSIDER APPROVAL FOR EXPANSION OF  
COMMUNITY ELIGIBILITY PROVISION (CEP)**

**RECOMMENDATION:**

That the Board of Trustees approve increasing the number of campuses participating in Community Eligibility Provision (CEP) to include six (6) additional designated campuses: Lamar CHS, BF Terry HS, Lamar Junior HS, George Junior HS, Navarro Middle School, and JJ Wessendorff Middle School, pending official verification/approval by the Texas Department of Agriculture. This will bring the total number of campuses participating to sixteen (16).

**IMPACT/RATIONALE:**

The campuses listed above meet the eligibility requirements for participation in CEP, and by using a campus grouping strategy, any negative financial impact of participation will be mitigated. By expanding CEP, it is anticipated that we will feed more students overall, have a positive impact on attendance, reduce behavior issues and nurse referrals, and students themselves will be healthier and achieve greater academic success.

**PROGRAM DESCRIPTION:**

CEP is available to schools (or groupings of schools) where the percentage of identified students is at or above 40% through direct certification. "Direct Certification" means these families have been identified by the Texas Department of Human Services as receiving some form of assistance. Although alternate paperwork will be required to ensure proper classifications for accountability purposes, the District will be able to provide a free breakfast and free lunch to all students at the locations listed above without the need for families to submit applications for meal benefits and without the need for verifications while meals are being served.

Six additional campuses are being considered for expansion of the program for the following reasons:

- Positive past experience with the ten (10) campuses already participating,
- Increased community health and economic benefits, and
- Consistency of CEP between elementary and secondary grade levels.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Matt Antignolo, Director of Child Nutrition

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER UPDATES TO BOARD POLICY EIC (LOCAL) RELATED TO GRADE POINT  
AVERAGE AND CLASS RANK PROVISIONS**

**RECOMMENDATION:**

That the Board of Trustees approve revisions to EIC (LOCAL) to eliminate provisions related to graduates prior to the 2017-2018 school year and to increase the Grade Point Average (GPA) weight for Dual Credit courses taken by students entering 9<sup>th</sup> grade in 2018-2019 and beyond.

**IMPACT/RATIONALE:**

Eliminating provisions pertaining to students that graduated prior to the spring of 2018, presents the final step of moving from students that graduated under the Four by Four graduation plans to the new House Bill 5 graduation plans.

Increasing the Dual Credit GPA weight for students entering 9<sup>th</sup> grade in 2018-2019 and beyond will provide equitable options for students who seek college credit during high school. AP classes and dual credit classes each meet differentiated needs for students through their methodology of providing college credit. Each provides the same rigor of instruction, but different approaches to evaluation. This change will ensure that all successfully earned college credit is given the same consideration in regard to GPA.

Submitted by: Valerie Vogt, Chief Academic Officer  
Katie Marchena, Executive Director of Teaching and Learning  
Valerie Anderson, Director of Advanced Studies  
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Calculation**

The District shall include in the calculation of class rank all grades earned in all high school credit courses taken in grades 6–12 (beginning with the grade 6 class of 2012–13), including grades earned in summer school, in night school, through distance learning, or by credit by examination. No credit or grade shall be awarded for driver education.

A student who received credit for a high school-level course while in grade 6, 7, or 8 may not retake the same course.

In order to be included in the class rank calculation, all grades earned from any source must be completed, and the final grade must be received by the last day of the fifth six-week grading period.

Weighted Numerical  
Grade Point  
Average

For students graduating through the 2016–17 school year, the District shall assign weights to semester grades and shall calculate a weighted numerical grade point average (GPA) in accordance with the following scale:

Category	Weight
Advanced Placement (AP) and Dual Credit (Students entering grade 9 in 2018-2019 and beyond)	Multiplied by 1.3
Pre-AP, Selected Courses*	Multiplied by 1.2
Dual Credit (Students that entered grade 9 prior to 2018-2019) and Select ATC / Tech Prep	Multiplied by 1.2
Academic	Multiplied by 1.1
Leveled Academic	Multiplied by 1.0

Beginning with students graduating in the 2017–18 school year and beyond, this weighted numerical GPA shall be used solely to determine a student’s rank within his or her graduating class.

\*Selected CTE, fine arts, and athletic courses in the fourth year or higher of a sequence shall be designated Advanced Courses and weighted accordingly.

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

5.0-Scale Grade  
Point Average

For students graduating in the 2017–18 school year and beyond, the District shall assign points to semester grades and calculate a GPA in accordance with the following scale:

Course Type	Grade Range/Points Assigned		
	100–90	89–80	79–70
Advanced Placement and Dual Credit (Students entering grade 9 in 2018-2019 and beyond)	5	4	3
Dual Credit (Students that entered grade 9 prior to 2018-2019) and Articulated CTE Courses	4.75	3.75	2.75
Pre-AP and Select Advanced Courses*	4.50	3.50	2.50
Academic Courses	4.25	3.25	2.25
Leveled Courses	4	3	2

Please note: Grades below 70 (failing) shall not earn any grade points.

\* Selected CTE, fine arts, and athletic courses in the fourth year or higher of a sequence shall be designated as Advanced Courses and weighed accordingly.

Beginning with students graduating in 2017–18 and beyond, the 5.0-scale GPA shall become the official representation of a student’s performance when pursuing college and career opportunities.

**Local Graduation Honors**

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law.

The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

~~Valedictorian and  
Salutatorian—  
Students  
Graduating Through  
2016–17~~

~~The valedictorian and salutatorian shall be the eligible students with the highest and second highest rank, respectively. To be eligible for such recognition, a student must:~~

- ~~1. Have been continuously enrolled full time in the same high school in the District for the three semesters immediately preceding graduation;~~
- ~~2. Have completed the Recommended Program or the Advanced/Distinguished Achievement Program for graduation; and~~
- ~~3. Be graduating after exactly eight semesters of enrollment in high school.~~

~~Early  
Graduates—  
Students  
Graduating  
Through  
2016–17~~

~~A student who graduates ahead of his or her respective class and whose weighted numerical grade average is equal to or above that of the four-year valedictorian or salutatorian shall be declared the three-year valedictorian or salutatorian. The scholarship certificate from the state of Texas shall be awarded to the four-year valedictorian.~~

**Valedictorian and  
Salutatorian—  
Students Graduating  
in  
2017–18 and Beyond**

Beginning with the students entering grade 9 in the 2014–15 school year and thereafter, the valedictorian and salutatorian shall be the eligible students with the highest and second highest rank, respectively. To be eligible for such recognition, a student must:

1. Have been continuously enrolled full time in the same high school in the District for the three semesters immediately preceding graduation;
2. Have completed the foundation program with the distinguished level of achievement; and
3. Be graduating after exactly eight semesters of enrollment in high school.

~~Early  
Graduates—  
Students  
Graduating in  
2017–18 and  
Beyond~~

A student who graduates ahead of his or her respective class, meets the requirements of items 1 and 2 above, and whose weighted numerical grade average is equal to or above that of the four-year valedictorian or salutatorian shall be declared the three-year valedictorian or salutatorian. The scholarship certificate from the state of Texas shall be awarded to the four-year valedictorian.

**Breaking Ties**

In case of a tie in weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

**Honor Graduates**

The District shall recognize as honor graduates all students whose weighted numerical grade averages comprise the top ten percent of the students in the graduating class.

Careful consideration shall be given by the principals of secondary schools to ensure equal recognition of outstanding student achievements. Assemblies, special programs, and news releases shall be used to acquaint fellow students and school patrons with the accomplishments of District students.

**Foreign Exchange Students**

A foreign exchange student shall be eligible to receive a Texas diploma if the student meets all the high school graduation requirements under 19 Administrative Code 74.11 or 74.41. Evaluation of transcripts shall be the responsibility of the foreign exchange student or sponsor organization. A foreign exchange student who meets all of the requirements listed above shall be eligible for valedictorian and salutatorian honors.

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS  
DELEGATE AND ALTERNATE TO THE 2018 TEXAS ASSOCIATION OF  
SCHOOL BOARDS (TASB) FALL CONVENTION**

**RECOMMENDATION:**

That the Board of Trustees designate \_\_\_\_\_ as the delegate  
and \_\_\_\_\_ as the alternate to the 2018 Texas Association of  
School Boards fall convention.

**IMPACT/RATIONALE:**

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Kay Danziger and our alternate was Joe Hubenak. The 2018 TASB/TASA Convention will be held in Austin, Texas, September 28-30, 2018.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF PURCHASE AGREEMENT  
WITH ISI COMMERCIAL REFRIGERATION, LLC  
FOR THE TERRY HIGH SCHOOL FOOD SERVICE LINE RENOVATION**

**RECOMMENDATION:**

That the Board of Trustees approve ISI Commercial Refrigeration, LLC for the renovation of two Terry High School kitchen serving lines in the amount of \$201,586.32.

**IMPACT/RATIONALE:**

On November 6, 2017, a bond referendum was approved that included food service renovations at Terry High School. ISI Commercial Refrigeration, LLC has provided BuyBoard pricing to renovate two kitchen serving lines in the amount of \$201,586.32. Lamar CISD is a member of the BuyBoard Cooperative and can take advantage of this procurement process.

**PROGRAM DESCRIPTION:**

Upon approval ISI Commercial Refrigeration, LLC will begin the procurement and installation of the kitchen serving lines at Terry High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Matt Antignolo, Child Nutrition Director

Recommended for approval:



Dr. Thomas Randle  
Superintendent





To: Lamar CISD  
Matt Antignolo  
3911 Avenue I  
Rosenberg, TX  
832-223-0182 (Contact)

Project: Lamar CISD/ BF Terry High School/  
Serving Line

From: ISI Commercial Refrigeration, LLC  
Chris Wiggins  
640 W. 6th St.  
Houston, TX 77007-2422  
7138614455  
(346) 237-4223 5508 (Contact)

Project Code: LCISDMFS

Standard Terms are 50% deposit down, 40% due before delivery, 10% due within 30 days of installation and start up. Balance of 10% with approved credit from the ISI credit department.

Prices are valid for 30 days or as long as current manufacturers price list is in effect.

Choice Partners Cooperative Pricing 15/034TJ-05

**All Independent School Districts Terms are Net 30.**

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CIRILO COUNTER COLLECTION</b> Master Fabricators Model No. CIRILO COUNTER COLLECTION Cirilo Counter Collection: Closed Base 42 LNFT Angle Iron Frame, 18 Gauge Stainless Steel body, 16 Gauge Stainless Steel Bottom Shelves, 1/2" Corian DuPont - Integrated Tray slides with three half round stainless steel runners & LED Lights, Removable Front Laminate Panels, Load Center, Stainless Steel Removable Kick Plates, (1) Four Pan Hot/Cold Well Drop-In Unit with MFClearvista Single Tier Adjustable Sneeze Guards - Heat Lamps and LED lights, (1) Metro Mobile Heated Cabinet, MF-Clearvista Double Tier Heated Shelf with Adjustable Sneeze Guard with LED Lights, MF-Clearvista Double Tier Frost Shelf with Adjustable Sneeze Guard and LED Lights, (1) Drop-In 2 Pan Frost Top, (1) Drop-In Heated Shelf, Delfield Drop-In Refrigerated Merchandiser, (1) Delfield Ice Cream Dipping Cabinet #N227P with Over Shelf Chip Rack, Coffee and Tea Dispenser Shelf, 2 Cashier POS Section	\$178,263.72	\$178,263.72

Item	Qty	Description	Sell	Sell Total
	1 ea	CERAMIC TILE Ceramic Tile: Material and Installation	\$14,952.60	\$14,952.60
			<b>ITEM TOTAL:</b>	<b>\$193,216.32</b>
2	1 ea	<b>DELIVERY AND INSTALLATION</b> Master Fabricators Model No. DELIVERY AND INSTALLATION Delivery and Installation	\$8,370.00	\$8,370.00
			<b>ITEM TOTAL:</b>	<b>\$8,370.00</b>
			Total	\$201,586.32

Proposal/Contract

This Agreement is by and between ISI Commercial Refrigeration, LLC. (ISI) and (Buyer) as of the date shown below. Unless otherwise noted all merchandise shall be covered by the individual manufacturer's standard warranty. This Proposal/Contract does not include any special licenses, permits, or fees that may or may not be required. Buyer is responsible for obtaining any and all approvals and permits from the Health Department, Building Department, Fire Marshal, etc. All equipment is supplied with standard components and is ready for plumbing and electrical connections by other contractors.

Special ordered and not stocking equipment is not returnable. Cancellation of equipment in process of being built by the factory will result in a cancellation fee determined by the factory.

All quotations, terms and financial arrangements are subject to approval of the Credit Department of ISI. The Buyer grants to ISI a security interest in the items specified in this Proposal/Contract until such items have been fully paid for by the Buyer. Buyer hereby appoints ISI as Buyer's agent and grants ISI limited Power of Attorney for the purpose of executing any document necessary to perfect the security interest granted in this Proposal/Contract.

ISI is not responsible for wall blocking, running drains or making hard wire connections. All electrical and plumbing connections are the responsibility of other trades. All roof/wall penetrations and sealing are the responsibility of other trades. All plumbing connections, back flow preventers, pressure regulators and flushing of gas and water lines are the responsibility of other trades. All electrical connections including disconnects, shunt trip breakers, micro switches, motor starters, switches, etc., are excluded from this quote. Each piece of equipment has standard and optional equipment. Only the standard equipment is provided unless options are listed.

I understand, agree to, and accept the above terms and conditions.

Accepted by:

Date:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, [www.tdlr.texas.gov](http://www.tdlr.texas.gov)  
 AUSTIN: TA CLB52729R / BEAUMONT: TA CLA35912C / DALLAS: TA LCB16860C / HOUSTON: TA CLB27580R

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

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

Project Grand Total: \$201,586.32

**CONSIDER APPROVAL FOR PURCHASE OF TRUCK TRACTOR  
FOR TRANSPORTATION DEPARTMENT**

**RECOMMENDATION:**

That the Board of Trustees approve the one-time purchase of (5) truck tractors from Kyrish Truck Center in the amount of \$430,060.

**IMPACT/RATIONALE:**

This one time purchase for (5) 2017 truck tractors shall be made by the Transportation Department. The truck tractors shall be used for events such as band and athletics. This award is beneficial to the District as it ensures that the District is compliant with purchasing regulations according to TEC 44.031.

**PROGRAM DESCRIPTION:**

RFP #11-2018RL requested prices, truck conditions, images, odometer, and availability for 2014 or newer truck tractors, which would be used for pulling 48' to 53' semi-trailers for Lamar CISD.

The Transportation Department worked with the Purchasing Department on proposal specifications, evaluation, and award recommendation.

The truck tractors will be added to the District's fleet and managed by the Transportation Department. This one time purchase is requested by the Transportation Department and will utilize available 2011 bond funds.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Mike Jones, Director of Transportation

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RFP # 11-2018RL**  
**TRUCK TRACTOR for TRANSPORTATION**  
**June 21, 2018**

Vendors		Criteria							TOTAL	
Vendor	Vehicle Unit Price	The purchase price (25 points Max)	The reputation of the Proposer and of the Proposer's goods or services (15 points Max)	The quality of the Proposer's goods or services (10 points Max)	The extent to which the goods or services meet the needs of district. * Overall condition * Year, Model, Miles * Availability delivery date (25 points Max)	The Proposer's past relationship with the district (5 points Max)	Long-term cost to the district to acquire the vendors goods or service (10 points Max)	Ability to service our account with proper staff (10 points Max)		
1	Southwest International Truck	\$39,958.62	25	10	7	19	3	10	2	76
2	Kyrish Truck Center	\$86,012.00	11.6	15	10	25	5	4.6	10	81.2
3	Rush Truck Center	\$69,500.00	14.3	15	3	12.5	5	5.7	10	65.5

**CONSIDER APPROVAL OF PURCHASE AGREEMENT FOR TASB ENERGY  
COOPERATIVE MEMBER PURCHASERS FIXED-RATE  
TRANSPORTATION FUEL PROGRAM**

**RECOMMENDATION:**

That the Board of Trustees approve the Purchase Agreement For TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the Superintendent to negotiate and execute the purchase agreement.

**IMPACT/RATIONALE:**

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014 which allows the District to purchase fuel through the cooperative at a fixed rate. The new purchase agreement will start September 1, 2018 and expire August 31, 2019. The District will be able to purchase gasoline for ~\$2.0540/g and diesel for ~\$2.2806/g. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 80% of the average combined fuel purchases per year, thereby allowing the District to purchase outside of this agreement should prices fall below the established pricing under this agreement.

**PROGRAM DESCRIPTION:**

Upon approval, Lamar CISD will purchase an estimated 80% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Mike Jones, Director of Transportation  
Lamanda Nipps, CTSBO, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT WITH  
REGION 4 EDUCATIONAL SERVICE CENTER**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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 \$18,459. Since 2004 the District has benefitted with Region 4's guidance in reorganization efficiencies and energy reduction projects reducing annual utility budgets.

**PROGRAM DESCRIPTION:**

Upon approval Region 4 Educational Service Center will continue to provide facilities maintenance and operation administrative management services. This term will be effective September 1, 2018 for twenty-four (24) months.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

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, 2018 (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. Assisting in submitting, tracking, and documenting completion/non-completion of 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 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 Executive Director of Facilities and Planning, 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 district related use
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 Twenty One Thousand Five Hundred Dollars (\$221,500.00).
2. Payment will be billed to LCISD based on a monthly draw schedule in equal payments of Eighteen Thousand Four Hundred Fifty Nine Dollars (\$18,459) 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 MOVING SERVICES  
FOR CARTER ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Roadrunner Moving & Storage for providing moving services for Carter Elementary School in the amount of \$6,750.

**IMPACT/RATIONALE:**

Staff moving is a professional service that the District must contract directly. Funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

This service will support the district warehouse in moving staff and supplies to Carter Elementary School. Upon approval, Roadrunner Moving & Storage will assist with the moving into Carter Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



Moving • Storage • Dedicated Services



June 6, 2018

RE: : Teacher Move

Dear Mr. Kevin McKeever,

Thank you for the wonderful opportunity to quote on your forthcoming project. No doubt you will need special people to assist you in this transition. You can count on Roadrunner Moving & Storage to provide you and your staff with a seamless relocation.

Below please find our proposal to accomplish your project with as little downtime as possible.

Sincerely,

Luke Carlisle  
Business Development

**The Teacher Move-** (move 6 teachers)

6 Separate Moves \$500.00 per \$ 3,000.00

**Williams Elementary Move – (220 Boxes)**

7 Men, 2 Trucks 6 hours (travel and fuel included) \$ 2,000.00

**LCISD Warehouse Move – (130 Boxes)**

5 Men, 1 Truck 6 hours (travel and Fuel included) \$ 1,750.00

**Estimated Move Cost.....\$ 6,750.00**

**Your signature below authorizes relocation services to be performed according to the above estimate.**

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
James Steenbergen – Board President

**Please return via fax to: Luke Carlisle 713 / 270-1101**

**Increased Carrier Liability**

Roadrunner assumes liability of sixty cents (\$0.60) per pound. If increased coverage is required, indication must be made prior to the start of your move. Payment for all services must be received by Roadrunner in full prior to any claims settlement. Increased Carrier Liability Options are attached. If no indication has been made for Increased Carrier Liability, then all goods are released at sixty cents (\$0.60).



**CONSIDER APPROVAL OF FIBER DATA CONNECTION  
FOR CULVER ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Pure Speed Lightwave for fiber data connection for Culver Elementary School in the amount of \$53,583 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Fiber data connection will provide internet, phone and data connection to Culver Elementary School. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Pure Speed Lightwave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the Board President will execute the agreement and Pure Speed Lightwave will begin the permitting and installation of the fiber data connection to Culver Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



5959 Corporate Dr. - Suite 3300  
Houston, TX 77036  
Phone: 832-615-8000 Fax: 713.510.1650

Quote Prepared: 05/22/2018  
Quote Expires: 06/21/2018

To: Jason Bright  
jbright@lcisd.org  
LAMAR CISD  
3911 AVENUE I  
ROSENBERG, TX 77471

Lead Time: 90 Days

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-12226/1	LCISD - Culver Elementary - 3131 Learning Tree Lane, Rosenberg Texas 77471

QUANTITY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00		Dark Fiber Lease Install	3131 Learning Tree Lane	\$53,583.00	\$0.00
1.00		Dark Fiber Lease	3131 Learning Tree Lane	\$0.00	\$262.00
			930 Stadium Drive		
				TOTAL NRC	\$53,583.00
				TOTAL MRC	\$262.00

\*Pricing is subject to applicable taxes & fees.

**Special Instructions:**

The construction and lease of two strands of single-mode fiber optic cable from Culver Elementary, to be constructed at 3131 Learning Tree Lane (Approximate 29.491381/-95.817692 ) to the LCISD NOC, located at 930 Stadium Drive.

Total Distance is approximately 57,000'

The monthly recurring cost increases five percent per year.

Lead time 90 days from contract execution and purchase order/notice to proceed.

\*Signature:

\*Print Name:

X \_\_\_\_\_

\_\_\_\_\_

\*Title:

\*Date:

\_\_\_\_\_

\_\_\_\_\_

By signing above, I represent that I have the authority to accept this Quote on behalf of the above referenced Company. Please review, Service Level Agreement and Acceptable Use policy at [www.pslightwave.com](http://www.pslightwave.com). This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

**CONSIDER APPROVAL OF ADDITIONAL MATERIALS TESTING  
FOR THE NATATORIUM AT GEORGE RANCH HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for additional materials testing for the Natatorium at George Ranch High School in the amount of \$12,272 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services were approved by the Board of Trustees at their May 18, 2017 regular meeting in the amount of \$39,517. The estimated costs of the remaining materials testing requirements will exceed the initial estimate provided by the testing firm. The increase in the cost of testing is affected by the contractor's schedule, weather conditions and number of inspections called for on the project. Testing services are invoiced per unit prices and not as a fixed fee.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Raba Kistner, Inc.**  
 3602 Westchase  
 Houston, TX 77042  
 www.rkci.com

**P 713.996.8990**  
**F 713.996.8993**  
 TBPE Firm F-3257  
 TBPLS Firm 10193784

**AMENDED AGREEMENT FORM**

**AS AN ADDITION TO THE FOLLOWING AGREEMENT:**

**Project Name:** Lamar CISD – George Ranch HS Pool  
 Richmond, Texas 77469

**RKCI Proposal No.** PHD17-078-00, Dated May 1, 2017

**WE HEREBY AUTHORIZE RABA KISTNER CONSULTANTS, INC., (RKCI), TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):**

Increase approved budget amount by a not-to-exceed (NTE) \$12,272.00 in order to bill final invoice for services completed. Services performed beyond those required by the contract documents will be charged in addition to the additional not-to-exceed fee as per Purchase Order issued by Harris County.

**ADDITIONAL NTE AMOUNT REQUESTED:** \$ 12,272.00  
**ORIGINAL APPROVED FEE:** \$ 39,517.00 (Please refer to RKCI Proposal PHD17-078-00)  
**TOTAL REVISED NTE AMOUNT:** \$ 51,789.00

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

<b>SIGNATURE:</b>	X	<b>DATE:</b>	
<b>PRINTED NAME:</b>	Mr. James Steenbergen		
<b>COMPANY NAME:</b>	Lamar Consolidated ISD		
<b>COMPANY ADDRESS:</b>	3911 Avenue I		
<b>CITY, STATE, ZIP:</b>	Richmond, Texas 77469		
<b>PHONE NUMBER:</b>	(832) 223-0252	<b>FAX NUMBER:</b>	
<b>E-MAIL:</b>	mckeever@lcisd.org		

**RABA KISTNER CONSULTANTS, INC.**

  
 Martin Vila, P.E., F. ASCE  
 Senior Vice President

Copies Submitted: - 2  
 Attachments: I- MSA Proposal Agreement  
 II- Cost Breakdown



### BASIC CHARGES

---

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 4 hours billing per visit to project site.
6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.
7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

**Cost Breakdown for  
Lamar CISD – George Ranch High School Practice Natatorium (Pool) Addition  
Richmond, Texas  
Proposal No. PHD17-078-03**

	<u>Qty</u>		<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<b>Task 1: Soils - Sample Pickups, Proofrolling, Paving Subgrade and Utility Trench Fill</b>					
<b>(assuming 10 site visits)</b>					
<b>Labor:</b>					
80 Technician	<u>70</u>	x	\$45.00	/ Hr	= <u>\$3,150.00</u>
85 Technician OT	<u>7</u>	x	\$55.00	/ Hr	= <u>\$385.00</u>
<b>10000 Soils Tests: (1 density test per 2,500 sf)</b>					
10010 Liquid and Plastic Limits	<u>5</u>	x	\$55.00	/ Ea	= <u>\$275.00</u>
10040 Percent Passing #200 Sieve (ASTM D-1120)	<u>4</u>	x	\$45.00	/ Ea	= <u>\$180.00</u>
10060 OMD Standard Compaction (ASTM D-698)	<u>5</u>	x	\$165.00	/ Ea	= <u>\$825.00</u>
10080 OMD Lime or Cement Stabilized Soil	<u>1</u>	x	\$193.00	/ Ea	= <u>\$193.00</u>
10140 Compressive Strength of C.S.S.	<u>16</u>	x	\$60.00	/ Ea	= <u>\$960.00</u>
<b>Task 1 Total</b>					<b><u>\$5,968.00</u></b>
<b>Task 2: Concrete - Reinforcing Steel, Pavement, Sidewalk, Service Yard, Pool Deck etc.</b>					
<b>(assuming 11 site visits and 10 cylinder pickups)</b>					
<b>Labor:</b>					
80 Technician	<u>60</u>	x	\$45.00	/ Hr	= <u>\$2,700.00</u>
85 Technician OT	<u>6</u>	x	\$55.00	/ Hr	= <u>\$330.00</u>
<b>Task 2 Total</b>					<b><u>\$3,030.00</u></b>
<b>Task 3: Masonry Mortar &amp; Grout/Structural Steel (welds/bolts)</b>					
<b>(assuming 5 visits for Masonry &amp; Grout, and 4 specimen pickups)</b>					
<b>Labor:</b>					
80 Technician	<u>25</u>	x	\$45.00	/ Hr	= <u>\$1,125.00</u>
120 Welding Inspector (C.W.I.)	<u>3</u>	x	\$85.00	/ Hr	= <u>\$255.00</u>
<b>Concrete Testing: (spec. frequency: 1 sample per 5,000sf)</b>					
2130 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	<u>30</u>	x	\$20.00	/ Ea	= <u>\$600.00</u>
2150 Mortar/Grout Comp. Strength (ASTM C-1019)	<u>20</u>	x	\$20.00	/ Ea	= <u>\$400.00</u>
<b>Task 3 Total</b>					<b><u>\$2,380.00</u></b>
<b>Task 4: Sprayed Fire Resistant Materials &amp; Welding Inspection</b>					
<b>(3 visits for Fireproofing)</b>					
<b>Labor:</b>					
80 Technician	<u>16</u>	x	\$45.00	/ Hr	= <u>\$720.00</u>
<b>Fireproofing/Roofing Sampling and Testing:</b>					
12005 Density of SFRM	<u>3</u>	x	\$33.00	/ Ea	= <u>\$99.00</u>
12045 Cohesion/Adhesion	<u>3</u>	x	\$25.00	/ Ea	= <u>\$75.00</u>
<b>Task 4 Total</b>					<b><u>\$894.00</u></b>
 <b>TOTAL</b>					<b><u>\$12,272.00</u></b>

Remarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times

the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday, Sunday or Holidays.

Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)

**CONSIDER APPROVAL OF ADDITIONAL MATERIALS TESTING  
FOR THE NATATORIUM AT FULSHEAR HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for additional materials testing for the Natatorium at Fulshear High School in the amount of \$11,045 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services were approved by the Board of Trustees at their May 18, 2017 regular meeting in the amount of \$38,642. The estimated costs of the remaining materials testing requirements will exceed the initial estimate provided by the testing firm. The increase in the cost of testing is affected by the contractor's schedule, weather conditions and number of inspections called for on the project. Testing services are invoiced per unit prices and not as a fixed fee.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Raba Kistner, Inc.**  
 3602 Westchase  
 Houston, TX 77042  
 www.rkci.com

**P 713.996.8990**  
**F 713.996.8993**  
 TBPE Firm F-3257  
 TBPLS Firm 10193784

**AMENDED AGREEMENT FORM**

**AS AN ADDITION TO THE FOLLOWING AGREEMENT:**

**Project Name: Lamar CISD – Fulshear HS Pool**  
 Richmond, Texas 77469

**RKCI Proposal No. PHD17-077-00, Dated May 1, 2017**

**WE HEREBY AUTHORIZE RABA KISTNER CONSULTANTS, INC., (RKCI), TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):**

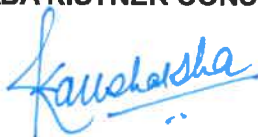
Increase approved budget amount by a not-to-exceed (NTE) \$11,045.00 in order to bill final invoice for services completed. Services performed beyond those required by the contract documents will be charged in addition to the additional not-to-exceed fee as per Purchase Order issued by Harris County.

**ADDITIONAL NTE AMOUNT REQUESTED:** \$ 11,045.00  
**ORIGINAL APPROVED FEE:** \$ 38,642.00 (Please refer to RKCI Proposal PHD17-077-00)  
**TOTAL REVISED NTE AMOUNT:** \$ 49,687.00

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

<b>SIGNATURE:</b>	X	<b>DATE:</b>	
<b>PRINTED NAME:</b>	Mr. James Steenberg		
<b>COMPANY NAME:</b>	Lamar Consolidated ISD		
<b>COMPANY ADDRESS:</b>	3911 Avenue I		
<b>CITY, STATE, ZIP:</b>	Richmond, Texas 77469		
<b>PHONE NUMBER:</b>	(832) 223-0252	<b>FAX NUMBER:</b>	
<b>E-MAIL:</b>	mckeever@lcisd.org		

**RABA KISTNER CONSULTANTS, INC.**



*for* Martin Vila, P.E., F. ASCE  
 Senior Vice President

Copies Submitted: - 2  
 Attachments: I- MSA Proposal Agreement  
 II- Cost Breakdown



### BASIC CHARGES

---

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 4 hours billing per visit to project site.
6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.
7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

**Cost Breakdown for  
Lamar CISD – Fulshear High School Practice Natatorium (Pool) Addition  
Fulshear, Texas  
Proposal No. PHD17-077-03**

	Qty	Rate	Unit	Amount
<b>Task 1: Soils - Sample Pickups, Proofrolling, Grading, Paving Subgrade and Utility Trench Fill</b>				
<i>(assuming 7 site visits)</i>				
<b>Labor:</b>				
80 Technician	45	x \$45.00	/ Hr	= \$2,025.00
85 Technician OT	5	x \$55.00	/ Hr	= \$275.00
<b>10000 Soils Tests: (1 density test per 2,500 sf)</b>				
10010 Liquid and Plastic Limits	2	x \$55.00	/ Ea	= \$110.00
10040 Percent Passing #200 Sieve (ASTM D-1120)	2	x \$45.00	/ Ea	= \$90.00
10060 OMD Standard Compaction (ASTM D-698)	1	x \$165.00	/ Ea	= \$165.00
10080 OMD Lime or Cement Stabilized Soil	2	x \$193.00	/ Ea	= \$386.00
10140 Compressive Strength of C.S.S.	8	x \$60.00	/ Ea	= \$480.00
<b>Task 1 Total</b>				<b>\$3,531.00</b>
<b>Task 2: Concrete - Reinforcing Steel, various slab, Pavement Sidewalk etc</b>				
<i>(assuming 12 site visits and 11 cylinder pickups)</i>				
<b>Labor:</b>				
80 Technician	75	x \$45.00	/ Hr	= \$3,375.00
85 Technician OT	8	x \$55.00	/ Hr	= \$440.00
<b>Task 2 Total</b>				<b>\$3,815.00</b>
<b>Task 3: Masonry Mortar &amp; Grout/Structural Steel (welds/bolts)</b>				
<i>(assuming 6 visits for Masonry &amp; Grout, 5 specimen pickups and 1 visits for Structural Steel/Bolting)</i>				
<b>Labor:</b>				
80 Technician	30	x \$45.00	/ Hr	= \$1,350.00
120 Welding Inspector (C.W.I.)	3	x \$85.00	/ Hr	= \$255.00
<b>Concrete Testing: (spec. frequency: 1 sample per 5,000sf)</b>				
2130 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	36	x \$20.00	/ Ea	= \$720.00
2150 Mortar/Grout Comp. Strength (ASTM C-1019)	24	x \$20.00	/ Ea	= \$480.00
<b>Task 3 Total</b>				<b>\$2,805.00</b>
<b>Task 4: Sprayed Fire Resistant Materials</b>				
<i>(2 visits for Fireproofing)</i>				
<b>Labor:</b>				
80 Technician	16	x \$45.00	/ Hr	= \$720.00
<b>Fireproofing/Roofing Sampling and Testing:</b>				
12005 Density of SFRM	3	x \$33.00	/ Ea	= \$99.00
12045 Cohesion/Adhesion	3	x \$25.00	/ Ea	= \$75.00
<b>Task 4 Total</b>				<b>\$894.00</b>
 <b>TOTAL</b>				 <b>\$11,045.00</b>

*Remarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday, Sunday or Holidays.  
Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)*

**CONSIDER APPROVAL OF ADDITIONAL MATERIALS TESTING  
FOR THE NATATORIUM AT FOSTER HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for additional materials testing for the Natatorium at Foster High School in the amount of \$9,951 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services were approved by the Board of Trustees at their May 18, 2017 regular meeting in the amount of \$36,812. The estimated costs of the remaining materials testing requirements will exceed the initial estimate provided by the testing firm. The increase in the cost of testing is affected by the contractor's schedule, weather conditions and number of inspections called for on the project. Testing services are invoiced per unit prices and not as a fixed fee.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Raba Kistner, Inc.**  
 3602 Westchase  
 Houston, TX 77042  
 www.rkci.com

**P 713.996.8990**  
**F 713.996.8993**  
 TBPE Firm F-3257  
 TBPLS Firm 10193784

**AMENDED AGREEMENT FORM**

**AS AN ADDITION TO THE FOLLOWING AGREEMENT:**

**Project Name: Lamar CISD – Foster HS Pool**  
 Richmond, Texas 77469

**RKCI Proposal No. PHD17-079-00, Dated May 1, 2017**

**WE HEREBY AUTHORIZE RABA KISTNER CONSULTANTS, INC., (RKCI), TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):**

Increase approved budget amount by a not-to-exceed (NTE) \$9,951.00 in order to bill final invoice for services completed. Services performed beyond those required by the contract documents will be charged in addition to the additional not-to-exceed fee as per Purchase Order issued by Harris County.

**ADDITIONAL NTE AMOUNT REQUESTED:** \$ 9,951.00  
**ORIGINAL APPROVED FEE:** \$ 36,812.00 (Please refer to RKCI Proposal PHD17-079-00)  
**TOTAL REVISED NTE AMOUNT:** \$ 46,763.00

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

<b>SIGNATURE:</b>	X	<b>DATE:</b>	
<b>PRINTED NAME:</b>	Mr. James Steenberg		
<b>COMPANY NAME:</b>	Lamar Consolidated ISD		
<b>COMPANY ADDRESS:</b>	3911 Avenue I		
<b>CITY, STATE, ZIP:</b>	Richmond, Texas 77469		
<b>PHONE NUMBER:</b>	(832) 223-0252	<b>FAX NUMBER:</b>	
<b>E-MAIL:</b>	mckeever@lcisd.org		

**RABA KISTNER CONSULTANTS, INC.**



*for* Martin Vila, P.E., F. ASCE  
 Senior Vice President

Copies Submitted: - 2

Attachments: I- MSA Proposal Agreement  
 II- Cost Breakdown



### BASIC CHARGES

---

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 4 hours billing per visit to project site.
6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you **CLIENT** apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the **CLIENT**. **RKCI** will invoice these tests separately to allow **CLIENT** to segregate the charges from our normal charges. This will allow **CLIENT** to back charge the general contractor as necessary. **CLIENT** will be responsible for payment of all services rendered by **RKCI** for the project.
7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

**Cost Breakdown for  
Lamar CISD – Foster High School Practice Natatorium (Pool) Addition  
Richmond, Texas  
Proposal No. PHD17-079-02**

	<u>Qty</u>		<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<b>Task 1: Soils - Sample Pickups, Proofrolling, Grading, Structural Fill, Paving Subgrade and Utility Trench Fill</b>					
<b>(assuming 6 site visits)</b>					
<b>Labor:</b>					
80 Technician	<u>50</u>	x	\$45.00	/ Hr	= <u>\$2,250.00</u>
85 Technician OT	<u>5</u>	x	\$67.50	/ Hr	= <u>\$337.50</u>
<b>10000 Soils Tests: (1 density test per 2,500 sf)</b>					
10010 Liquid and Plastic Limits	<u>2</u>	x	\$55.00	/ Ea	= <u>\$110.00</u>
10040 Percent Passing #200 Sieve (ASTM D-1120)	<u>2</u>	x	\$45.00	/ Ea	= <u>\$90.00</u>
10060 OMD Standard Compaction (ASTM D-698)	<u>3</u>	x	\$165.00	/ Ea	= <u>\$495.00</u>
10080 OMD Lime or Cement Stabilized Soil	<u>0</u>	x	\$193.00	/ Ea	= <u>\$0.00</u>
10140 Compressive Strength of C.S.S.	<u>12</u>	x	\$60.00	/ Ea	= <u>\$720.00</u>
<b>Task 1 Total</b>					<b><u>\$4,002.00</u></b>
<b>Task 2: Concrete - Reinforcing Steel, various Slabs, Pavement, Sidewalk</b>					
<b>(assuming 5 site visits and 4 cylinder pickups)</b>					
<b>Labor:</b>					
80 Technician	<u>40</u>	x	\$45.00	/ Hr	= <u>\$1,800.00</u>
85 Technician OT	<u>4</u>	x	\$67.50	/ Hr	= <u>\$270.00</u>
<b>Task 2 Total</b>					<b><u>\$2,070.00</u></b>
<b>Task 3: Masonry Mortar &amp; Grout/Structural Steel (welds/bolts)</b>					
<b>(assuming 6 visits for Masonry &amp; Grout, 5 specimen pickups and 2 visits for Structural Steel/Bolting)</b>					
<b>Labor:</b>					
80 Technician	<u>34</u>	x	\$45.00	/ Hr	= <u>\$1,530.00</u>
120 Welding Inspector (C.W.I.)	<u>3</u>	x	\$85.00	/ Hr	= <u>\$255.00</u>
<b>Concrete Testing: (spec. frequency: 1 sample per 5,000sf)</b>					
2130 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	<u>36</u>	x	\$20.00	/ Ea	= <u>\$720.00</u>
2150 Mortar/Grout Comp. Strength (ASTM C-1019)	<u>24</u>	x	\$20.00	/ Ea	= <u>\$480.00</u>
<b>Task 3 Total</b>					<b><u>\$2,985.00</u></b>
<b>Task 4: Sprayed Fire Resistant Materials</b>					
<b>(2 visits for Fireproofing)</b>					
<b>Labor:</b>					
80 Technician	<u>16</u>	x	\$45.00	/ Hr	= <u>\$720.00</u>
<b>Fireproofing/Roofing Sampling and Testing:</b>					
12005 Density of SFRM	<u>3</u>	x	\$33.00	/ Ea	= <u>\$99.00</u>
12045 Cohesion/Adhesion	<u>3</u>	x	\$25.00	/ Ea	= <u>\$75.00</u>
<b>Task 4 Total</b>					<b><u>\$894.00</u></b>
 <b>TOTAL</b>					 <b><u>\$9,951.00</u></b>

Remarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday, Sunday or Holidays.  
Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT  
FOR TERRY HIGH SCHOOL BASEBALL COMPLEX IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #1 in the amount of \$683.60 and final payment of \$5,375.03 to Millis Development & Construction, LLC for the construction of the Terry High School Baseball Complex improvements and authorize the Board President to sign the change order.

**IMPACT/RATIONALE:**

Millis Development & Construction, LLC was the contractor for the construction of the Terry High School Baseball Complex improvements. Substantial completion was achieved on February 2, 2018. Funding is from the 2014 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the change order and Millis Development & Construction, LLC will be paid 100 percent for the construction of the Terry High School Baseball Complex improvements.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Terry High School Baseball &  
Softball

**CONTRACT INFORMATION:**  
Contract For: General Construction

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001

Date: May 31, 2017

Date: June 21, 2018

**OWNER:** *(Name and address)*  
Lamar Consolidated Independent  
School District  
3911 Avenue I  
Rosenberg, TX 77474

**ARCHITECT:** *(Name and address)*  
PBK Architects, Inc.  
11 Greenway Plaza, 22nd Floor  
Houston, TX 77046

**CONTRACTOR:** *(Name and address)*  
Millis Development & Construction,  
LLC.  
931 Pheasant Valley, Ste. 200  
Missouri City, TX 77489

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Substantial Completion date changed from January 5, 2018 to February 2, 2018 due to raindays work delay.

The original Contract Sum was	\$	2,150,696.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,150,696.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	683.60
The new Contract Sum including this Change Order will be	\$	2,150,012.40

The Contract Time will be increased by twenty-eight (28) days.  
The new date of Substantial Completion will be February 2, 2018.

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

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

PBK Architects, Inc.

Millis Development & Construction, LLC.

Lamar Consolidated Independent School  
District

**ARCHITECT** *(Firm name)*

**CONTRACTOR** *(Firm name)*

**OWNER** *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Trey Schneider, P.E.

Chase Millis

James Steenberg

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

05/15/2018

05/29/2018

DATE

DATE

DATE



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER: Lamar Consolidated Independent School Dist. PROJECT: 3911 Avenue I  
Rosenberg, TX 77474

B.F Terry Highschool  
Baseball/Softball Improvements  
5500 Avenue N  
Rosenberg, TX 77471

APPLICATION NO: 11RET

Distribution to:

PBK Architects  
11 Greenway Plaza, 22nd Floor  
Houston, TX 77046

APPLICATION DATE: 5/25/18

OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: Millis Development & Construction, LLC. VIA ARCHITECT: 931 Pleasant Valley, Ste. 200  
Missouri City, TX. 77489

PERIOD TO: 5/31/18

CONTRACT FOR: New Construction CONTRACT NO. 1670SP/14-2017VRG CONTRACT DATE: May 31, 2017

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

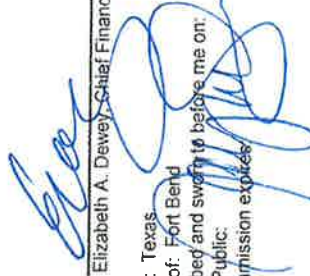

1. ORIGINAL CONTRACT SUM \$ 2,150,696.00
2. Net Change by Change Orders \$ (683.60)
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 2,150,012.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,150,012.40

CONTRACTOR: Millis Development & Construction, LLC.

5. RETAINAGE:
  - a. 0 % of Completed Work \$ 0.00 (Column D + E on G703)
  - b. 0 % of Stored Material \$ 0.00 (Column F on G703)
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,150,012.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate) \$ 2,144,637.37
8. CURRENT PAYMENT DUE \$ 5,375.03

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) \$ 0.00

By:   
Elizabeth A. Dewey, Chief Financial Officer  
State of Texas  
County of: Fort Bend  
Subscribed and sworn to before me on:  
Notary Public:  
My Commission expires:  


**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	(\$683.60)
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	(\$683.60)
<b>NET CHANGES by Change Order</b>		(\$683.60)

AMOUNT CERTIFIED..... \$ 5,375.03

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified) ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR  
HIGH SCHOOL #6 AND JUNIOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees authorize the administration to utilize Construction Manager at Risk as the construction method of procurement with the evaluation criteria for High School #6 and Junior High School #6.

**IMPACT/RATIONALE:**

The Texas Education Code 44.031 defines the methods of procurement available to the District for purchases totaling \$50,000 or more. In addition, the Texas Government Code 2267 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 Construction Manager at Risk as the construction method of procurement for High School #6 and Junior High School #6.

**PROGRAM DESCRIPTION:**

The Construction Manager at Risk method of procurement will allow the District to select a quality contractor during design. This will help the project to keep high quality construction and stay on schedule. 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.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## EVALUATION CRITERIA FOR CONSTRUCTION MANAGER AT RISK (CMR)

The Construction Manager-At-Risk (CMR) will be selected via a one-step evaluation process, pursuant to Section 2269 of the Texas Government Code.

Upon receipt of proposals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:

Technical Evaluation: 85% of Score  
Pricing Evaluation: 15% of Score

Respondents will be provided a questionnaire within the project scope which will require a structured response and provide focused criteria responses for evaluation committee.

	Evaluation Criteria	Point System
1	<b>Corporate Information</b> – Provide detailed corporate information, such as firm contacts, established years of business; firm’ corporate history; licensed trades; pending litigation, jurisdiction filings, EMR safety record.	5
2	<b>Experience of the Construction Manager (CM)*</b> - Provide personnel information, such as but not limited to, organization charts, assigned personnel resumes, school construction experienced; firm references, regional market experience.	20
3	<b>Financial Strength &amp; Project Audit Procedures</b> - Provide a strong financial response, such as, but not limited to financial statement; general financial information; surety detail; payment bonds detail; bonding capacity detail.	10
4	<b>System approach to Project Management Control Systems*</b> - Description of the firms’ concepts for working in a team relationship with Owner and Architect during design and construction of major projects. Such as, but not limited, to estimating costs; scheduling phase; savings; contingences; input & ideas into design phase improvements, approach to raw material price escalation, warranty program, change order philosophy.	10
5	<b>Subcontractor Performance Bonds &amp;/or Default Insurance*</b> - Provide information regarding policies and policy declarations; methodology; provisions and terms.	5
6	<b>Experience and References</b> – Detailed project Listing for up to (10) ten K12 projects and /or projects in the past 5 years as Construction Manager. Demonstration of examples of the CM “Team Player” relations and remedies, professional service firm references. <b>REFERENCES WILL BE CHECKED.</b>	20
7	<b>Uniqueness &amp; Supplier Diversity</b> – Summary of any unique contribution to LCISD’s building program and goal set for high achievements. Promotes a good faith effort in assisting and educating HUB/MWBE subcontractors.	5
8	<b>Other Prevalent Factors</b> – Profile of past design criteria and submission process for K-12 educational facilities; Recent experience in similar pre-construction services; overall representation of capability to undertake project; Firms’ experience utilizing OCIP; Overall quality, organization, completeness, and accuracy of response binder.	10
9	<b>Price/Cost Submittal</b> – Price proposal form, which shall include CMR Fee, Pre-Construction Costs and Labor Burden Percent	15
10	TOTAL	100 POINTS

***\*denotes three (3) criteria evaluated during Step 1 to formulate a "Short List" of qualified firms***

The District reserves the right to conduct interviews or other additional evaluation processes that are deemed necessary by the District to assist in a complete and thorough evaluation of the proposals.

An administrative recommendation (based on “Best Value”) will be made to the Board of Trustees at a future Board Meeting based on the Proposer receiving the highest evaluation score.

**CONSIDER APPROVAL OF CSP#14-2018LN FOR THE ROOF REPLACEMENT  
PROJECT AT SEGUIN EARLY CHILDHOOD CENTER**

**RECOMMENDATION:**

That the Board of Trustees approve Argio Roofing for the construction of the roof replacement project at Seguin Early Childhood Center in the amount of \$ 926,850 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposals #14-2018LN were solicited for the construction of the roof replacement at Seguin Early Childhood Center. Nine (9) proposals were received on June 7, 2018 at 2:00 p.m. After reviewing the proposal documents the Lamar CISD Administration and the BEAM Professionals recommend the contract be awarded to the highest ranked firm, Argio Roofing.

These projects are funded by 2017 Bond funds.

**PROGRAM DESCRIPTION:**

The amount of the recommended proposal is within the established project budget.

The base bid and alternate price total is identified within the attached bid tabulation. Upon approval, the contracts will be prepared for execution and Argio Roofing will begin construction on the roof replacements at Seguin Early Childhood Center.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046-1104  
Phone: 713-940-3201  
Fax: 713-961-4571  
www.BEAM Prof.com

June 8, 2018

**VIA: E-MAIL**



Mr. Kevin McKeever  
Administrator of Operations  
Lamar Consolidated Independent School District  
4901 Avenue I  
Rosenberg, Texas 77471

**RE:** 2018 District Reroof Package  
Lamar Consolidated Independent School District  
LCISD CSP #14-2018LN // BEAM Project No.: 18156

Dear Mr. McKeever:

On Thursday, December June 7, the Lamar Consolidated Independent School District received proposals for the 2018 District Reroof project. A total of nine (9) roofing contractors submitted a proposal.

A Selection Committee made up of staff from the District and from BEAM began evaluating the proposals immediately; ranking each proposer on the selection criteria published in the Instructions to Proposers section of the Contract Documents. The selection committee considered the Contractor's Proposals, additional information submitted as part of the proposal submission, and additional references from area school districts, architects and consultants.

Based on a thorough review and analysis of the submitted proposals, qualifications, references, and recommended alternates, BEAM hereby recommends acceptance of the proposal outlined below as submitted by Argio Roofing and Construction for the sum of Nine Hundred Twenty Six Thousand, Eight Hundred and Fifty Dollars, and Zero Cents (\$926,850.00). This work is inclusive of the Base Proposal 1 - Juan Seguin Early Childhood Center Reroof and Alternate No.1 proposal.

Argio Roofing and Construction is a roofing contractor based in Rio Hondo, Texas who has successfully executed numerous roof replacement projects for school districts in the surrounding Houston area including Port Arthur ISD, Houston ISD, Aldine ISD and Humble ISD.

We look forward to a successful construction phase for the Lamar CISD 2018 Reroof Package. If you have any questions concerning the proposed roofing contractor or our recommendations for acceptance, please do not hesitate to contact us.

Sincerely,  
**BEAM Professionals,**

A handwritten signature in blue ink, appearing to read "Peter Saker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter Saker  
*BEAM Vice President, Texas*

**CSP # 14-2018LN**  
**2018 Fall Reroofing Package - Seguin ECC**

Vendors	Proposed Price Total	Purchase Price Criteria 1 <b>max 20pts</b>	Reputation of Service Criteria 2 <b>max 15pts</b>	Quality of Vendor's good or services Criteria 3 <b>max 10pts</b>	Extent to meet needs Criteria 4 <b>max 15pts</b>	Past Relation Criteria 5 <b>max 5pts</b>	Experience and knowledge base to project Criteria 6 <b>max 15pts</b>	Staff & Insurance Criteria 7 <b>max 10pts</b>	Safety Record Criteria 8 <b>max 10pts</b>	TOTAL POINTS
<b>Argio Roofing</b>	\$ <b>926,850.00</b>	<b>20.0</b>	<b>10</b>	<b>8</b>	<b>15</b>	<b>3</b>	<b>15</b>	<b>10</b>	<b>6</b>	<b>87.0</b>
Ally Roofing Services	\$ 1,073,722.00	17.2	10	10	13	3	15	10	8	86.2
CS Advantage, USAA	\$ 1,060,000.00	17.4	15	6	10	3	10	10	6	77.4
PRC Roofing	\$ 1,575,500.00	11.7	15	9	14	3	14	10	8	84.7
Remedy Contractors	no bid	-	-	-	-	-	-	-	-	no bid
Restroration Contractors	\$ 1,553,415.00	11.9	10	10	15	5	15	10	1	77.9
Royal American Services	\$ 1,324,170.00	13.9	15	7	13	3	13	5	1	70.9
Vincent Roofing	\$ 1,183,324.00	15.6	10	7	14	3	14	10	6	79.6

**CONSIDER APPROVAL OF CSP#14-2018LN FOR THE ROOF REPLACEMENT  
PROJECT AT AUSTIN ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Ally Roofing Services for the construction of the roof replacement project at Austin Elementary School in the amount of \$ 805,251 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposals #14-2018LN were solicited for the construction of the roof replacement at Austin Elementary. Nine (9) proposals were received on June 7, 2018 at 2:00pm. After reviewing the proposal documents the Lamar CISD Administration and the BEAM Professionals recommend the contract be awarded to the highest ranked firm, Ally Roofing Services.

These projects are funded by 2017 Bond funds.

**PROGRAM DESCRIPTION:**

The amount of the recommended proposal is within the established project budget.

The base bid is identified on the attached bid tabulation. Upon approval, the contracts will be prepared for execution and Ally Roofing Services will begin construction on the roof replacements at Austin Elementary.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046-1104  
Phone: 713-940-3201  
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June 8, 2018

**VIA: E-MAIL**



Mr. Kevin McKeever  
Administrator of Operations  
Lamar Consolidated Independent School District  
4901 Avenue I  
Rosenberg, Texas 77471

**RE:** 2018 District Reroof Package  
Lamar Consolidated Independent School District  
LCISD CSP #14-2018LN // BEAM Project No.: 18156

Dear Mr. McKeever:

On Thursday, December June 7, the Lamar Consolidated Independent School District received proposals for the 2018 District Reroof project. A total of nine (9) roofing contractors submitted a proposal.

A Selection Committee made up of staff from the District and from BEAM began evaluating the proposals immediately; ranking each proposer on the selection criteria published in the Instructions to Proposers section of the Contract Documents. The selection committee considered the Contractor's Proposals, additional information submitted as part of the proposal submission, and additional references from area school districts, architects and consultants.

Based on a thorough review and analysis of the submitted proposals, qualifications, references, and recommended alternates, BEAM hereby recommends acceptance of the proposal outlined below as submitted by Ally Roofing Services for the sum of Eight Hundred and Five Thousand, Two Hundred and Fifty One Dollars, and Zero Cents (\$805,251.00). This work is inclusive of the Base Proposal 2 – Stephen F. Austin Elementary School.

Ally Roofing Services is a roofing contractor based in Houston, Texas who has successfully executed numerous roof replacement projects for school districts in the Houston area including Galena Park ISD, Houston ISD, and Clear Creek ISD.

We look forward to a successful construction phase for the Lamar CISD 2018 Reroof Package. If you have any questions concerning the proposed roofing contractor or our recommendations for acceptance, please do not hesitate to contact us.

Sincerely,  
**BEAM Professionals,**

A handwritten signature in blue ink, appearing to read "Peter Saker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter Saker  
*BEAM Vice President, Texas*



**CSP # 14-2018LN  
2018 Fall Reroofing Package - SF Austin ES**

Vendors	Proposed Price Total	Purchase Price Criteria 1 <b>max 20pts</b>	Reputation of Service Criteria 2 <b>max 15pts</b>	Quality of Vendor's good or services Criteria 3 <b>max 10pts</b>	Extent to meet needs Criteria 4 <b>max 15pts</b>	Past Relation Criteria 5 <b>max 5pts</b>	Experience and knowledge base to project Criteria 6 <b>max 15pts</b>	Staff & Insurance Criteria 7 <b>max 10pts</b>	Safety Record Criteria 8 <b>max 10pts</b>	TOTAL POINTS
<b>Ally Roofing Services</b>	\$ <b>805,251.00</b>	<b>19.9</b>	<b>10</b>	<b>10</b>	<b>13</b>	<b>3</b>	<b>15</b>	<b>10</b>	<b>8</b>	<b>88.9</b>
Argio Roofing	\$ 802,100.00	20.0	10	8	15	3	15	10	6	87.0
CS Advantage, USAA	\$ 850,000.00	18.8	15	6	10	3	10	10	6	78.8
PRC Roofing	\$ 1,250,000.00	12.8	15	9	14	3	14	10	8	85.8
Remedy Contractors	\$ 809,175.00	19.8	10	8	13	3	13	10	2	78.8
Restroration Contractors	\$ 951,182.00	16.8	10	10	15	5	15	10	1	82.8
Royal American Services	\$ 1,036,366.00	15.4	15	7	13	3	13	5	1	72.4
Vincent Roofing	\$ 1,127,349.00	14.2	10	7	14	3	14	10	6	78.2
Walton Roofing (FW)	\$ 918,277.00	17.4	10	10	15	3	15	10	2	82.4

**CONSIDER APPROVAL OF TERMINATION OF CONTRACT AND AWARD OF  
COMPLETION CONTRACT FOR BAND ADDITIONS AT TERRY  
AND LAMAR CONSOLIDATED HIGH SCHOOLS**

**RECOMMENDATION:**

That the Board of Trustees approve the termination of IKLO Construction Company on the band additions at Terry and Lamar Consolidated High Schools, approve the contract with Jamail & Smith Construction not to exceed \$100,000 to complete the contract work and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

The Board of Trustees awarded the Competitive Sealed Proposal #08-2017VRG to IKLO Construction at its March 23, 2017 regular meeting. IKLO Construction failed to meet the contract substantial completion date, and has failed to complete final completion requirements within 60 days of reaching substantial completion. Jamail & Smith Construction has submitted a cost proposal for completion of the remaining punchlist work. Jamail & Smith has a current BuyBoard Cooperative (RS Means) Contract #464-14.

**PROGRAM DESCRIPTION:**

A notice of intent to terminate, subject to Board approval, has been prepared by District Counsel and issued to IKLO Construction. Remaining funds under IKLO's Construction's contract will be used to cover the cost of the Jamail & Smith Contract and to compensate the District for 30 days of liquidated damages assessed against IKLO Construction. When all work has been completed and accepted by the VLK Architects, a final accounting of the contract balance will be performed to determine whether any additional contract funds are owed to IKLO Construction.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **AGREEMENT FOR MINOR FACILITIES PROJECT**

**THIS AGREEMENT** made as of June 21, 2018, between Lamar Consolidated Independent School District (“Owner”) and:

**Contractor: Jamail & Smith Construction LP**  
**16511 Hedgecroft, Suite 208**  
**Houston, TX 77060**

**For the following Project: Band Additions at Terry High School and Lamar Consolidated High School**

The Owner and Contractor agree as follows:

### **ARTICLE 1 THE CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist only of this Agreement; Contractor’s Proposal (if applicable) attached as Exhibit A; This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

### **ARTICLE 2 THE WORK**

**2.1** The Contractor shall provide all services, materials, installation services and warranties (“Work”) as described in the Proposal attached as Exhibit A, Contractor will provide all materials and labor according to the standards of his profession. Contractor agrees to perform all Work in a good and workmanlike manner.

**2.2** All materials and labor is warranted in accordance for a period of one year. Nothing in the Contract Documents shall be interpreted as limiting any express or implied warranties. Any conditions or limitations of warranty/liability contained in Contractor’s Proposal are not included, and are hereby expressly excluded from this Agreement unless such terms, conditions or limitations are restated in the main body of this Agreement. The appearance of such matters in any the Proposal is ineffective, as the inclusion of Contractor’s Proposal is intended to only provide information relating to the scope, deliverables, deadlines and prices relating to Contractor’s services.

### **ARTICLE 3 SUBSTANTIAL COMPLETION**

**3.1** The Contractor shall achieve Substantial Completion of the Work by September 30, 2018.

## **ARTICLE 4 CONTRACT SUM**

- 4.1** The Contract Sum for the Work shall be Not To Exceed One Hundred Thousand DOLLARS (\$100,000). The Contract Sum may subject to additions and deductions as agreed to in writing by the Contractor and Owner.
- 4.2** Owner's Contingency Allowance - Contractor shall include the amount indicated below in his Proposal as a contingency to cover the cost of hidden, concealed or otherwise unforeseen conditions which develop during completion of the work. Authorization to utilize this contingency shall be approved by the Owner before it can be used. Unexpended balance of allowance sums shall revert to the Owner in the final settlement of the Contract. The contract Sum includes the Owner's Contingency Allowance of (\$10,000).

## **ARTICLE 5 PAYMENTS**

- 5.1** The Owner's payment of the Contract Sum to the Contractor shall be made no later than 30 days after final completion of the work, upon presentation of a written detailed invoice by Contractor in an amount not to exceed the amount of the Proposal, unless subsequently amended upon written agreement of Contractor and Owner. Final payment shall be conditioned upon Contractor's completion of all punchlist work, Contractor's submission of all required close-out documents, and Owner's receipt of final lien releases from Contractor, its subcontractors and suppliers, conditioned only upon receipt of final payment in the form required by Texas Property Code Chapter 53.
- 5.2** At the Owner's sole election, the Owner may make monthly progress payments to Contractor, within 30 days of Owner's receipt of a detailed written application for payment/invoice from Contractor. Payment applications shall be accompanied by a schedule of values showing progress of the work. Owner shall be entitled to withhold retainage in the amount of 5% (five percent) from each monthly progress payment. Final payment to the Contractor, including release of retainage, shall be made no later than 30 days after final completion of the work, upon presentation of a written detailed invoice by Contractor. If progress payments are made, Final Payment is subject to the terms of Section 5.1 above.

## **ARTICLE 6 TERMINATION**

- 6.1** The Contract may be terminated by the Owner, with or without cause, upon written notice to the Contractor. On the effective date of termination, as stated by the Owner, Contractor shall immediately cease Work after taking all actions necessary, or as directed by the Owner, for protection and preservation of Work already performed. Contractor shall be entitled to payment for all Work performed up to the effective date of the termination.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 The Owner's representative is: Kevin McKeever, Executive Director Facilities and Planning
- 7.2 The Contractor's representative is: Greg Smith
- 7.3 If applicable, the Contractor, at its own expense, shall furnish the District any required public works payment or performance bonds as required by Chapter 2253 of the Texas Government Code.
- 7.4 Contractor shall deliver acceptable proof of insurance coverage for commercial liability and workers' compensation coverage to the Owner prior to commencing with the Project, in accordance with the requirements set forth in Exhibit B.
- 7.5 If applicable, Contractor shall comply with the criminal history provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by Contractor shall be supplied by Owner upon request, and must be supplemented by Contractor as required by law, or as requested by Owner.
- 7.6 It is understood and agreed that Contractor is an independent contractor and neither Contractor nor any employees, volunteers, or agents contracted by Contractor shall be deemed for any purposes to be employees, volunteers or agents of Owner. Contractor shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), statutorily required workers' compensation, disability benefits and like requirements and obligations.
- 7.7 **Indemnity—Contractor agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys' fees and court costs, to the extent they arise out of Contractor's negligent acts or omissions.**
- 7.8 Contractor shall maintain any and all applicable license(s) and certification(s) necessary to perform any services contemplated by this Agreement. Contractor shall observe and comply with all Federal, State, County and City laws, rules, ordinances and regulations that in any manner affect the provision of services and performance of all obligations undertaken pursuant to this Agreement.
- 7.9 Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Contractor further certifies and verifies that neither Contractor, nor any

affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies, of which one is to be delivered to the Contractor, and the other to the Owner.

---

**OWNER** *(Signature)*

---

**CONTRACTOR** *(Signature)*

Mr. James Steenbergen  
Board President

---

*(Printed Name and Title)*

**EXHIBIT A: Contractor’s Proposal**

**EXHIBIT B: Owner’s Insurance Requirements**

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

[Attach]

**EXHIBIT B  
OWNER'S INSURANCE REQUIREMENTS**

*It is suggested that this Exhibit be provided to the Contractor's Insurance Provider*

Contractor shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage.

<b><u>Insurance Required</u></b>	<b><u>Limit Required</u></b>
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments  Per Project Aggregate (CG 70 49)  Evidence of coverage must be shown on certificates of insurance.
<b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000

**Insurance Conditions**

All insurance coverage shall be issued on an Occurrence basis by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

**All certificates must include:**

1. The location or description and the bid number, CSP number or Purchase Order number;
2. A 30-day notice of cancellation of any non-renewal, cancellation or material change to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the District;
3. "Additional Insured" on the General Liability and Automobile Liability policies naming the District;
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability and Automobile Liability insurance policies.



In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured and (b) showing waivers of subrogation in favor of the District.

All insurance must be maintained for three (3) years following substantial completion with Certificates of Insurance provided. Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected. If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Property/Builder's Risk coverage will be provided by Owner.

**CONSIDER APPROVAL OF INTERACTIVE FLAT PANELS HARDWARE AND  
INSTALLATION, ELECTRICAL, AND PROJECT MANAGEMENT**

**RECOMMENDATION:**

That the Board of Trustees consider (1) Approval of the purchase of Interactive Flat Panels (IFP) and installation hardware and services from Piraino Consulting Inc. in the amount of \$1,052,000, (2) Electrical work from Urbish Electrical in the amount of \$6,831, and (3) Project management services from Go IT Services according to the existing Project Management agreement estimated at \$19,000.

**IMPACT/RATIONALE:**

Wessendorff MS, Lamar JH, and Lamar Consolidated HS have 208 interactive whiteboards and projectors that are out of date, out of warranty and failing. Viable equipment from these campuses will be repurposed in other locations. Additionally, 23 rooms at Lamar Consolidated HS require power outlets to be added or moved to support the new Interactive Flat Panels. Projected costs include a 10% contingency fund.

**PROGRAM DESCRIPTION:**

The district evaluated Interactive Flat Panels from a variety of manufacturers and vendors. As part of this evaluation, pricing and services from multiple vendors were also evaluated. The 2017 bond includes funds for replacing aging interactive whiteboards and projectors throughout the district, and a reimbursement resolution was approved in May 2018 to allow for an advance of funds to initiate this project prior to the first sale of bonds under the referendum. Piraino Consulting Inc. is a district-approved vendor and offers purchasing co-operative pricing.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL FOR PURCHASE OF DIGITAL PRINTING EQUIPMENT**

**RECOMMENDATION:**

That the Board of Trustees approve ImageNet Consulting as the District's managed print services vendor for hardware, software, and printer fleet support services, and authorize the Superintendent to negotiate and execute a final agreement.

**IMPACT AND RATIONALE:**

A Request for Qualifications (RFQ #09-2018RL) was issued on April 2, 2018 for managed print services and hardware. This project has four primary goals: (1) Combine the expiring managed contracts for desktop printers and large copiers into a single agreement for enterprise print services, (2) Standardize hardware models for ease of user training and support, (3) Increase functionality and quality available to District users, and (4) Decrease overall printing costs district wide, with a potential for saving an estimated \$1 million annually based on current costs and separate contracts for printers and copiers.

**PROGRAM DESCRIPTION:**

Vendors were required to be listed on the DIR state contract or an awarded vendor within a cooperative purchasing group in which Lamar CISD participates. The District received nine responses to the original request. These were evaluated by committee, and seven were invited to make formal presentations to the committee. Based on these presentations, the committee selected ImageNet Consulting and Canon Solutions to provide best and final pricing. The committee selected ImageNet Consulting as the recommended vendor based on pricing, quality of the proposed hardware, features, and the vendor's ability to provide support for the new printer fleet. ImageNet Consulting will utilize TIPS USA Purchasing Cooperative contract 80103.

The ImageNet proposal provides the district with a fixed-price annual print allotment based on past print volumes at an average cost per page less than the Canon proposal. In addition to being the lower cost proposal over the term of the agreement, the ImageNet solution will allow teachers and students greater access to color printing at a reduced cost to the District.

The District will purchase single-function Hewlett Packard printers to replace existing Ricoh printers, along with print management/routing software and installation services, at a cost not to exceed \$1.44 million in 2017 bond funds dedicated for this purpose. Existing printers will be disposed of per District standards with any residual recuperated value used to offset annual printing costs.

The District will enter into a 60-month managed print services agreement with ImageNet Consulting covering the following: (1) Replacing the existing leased Canon large copiers with leased Hewlett Packard and Konica Minolta multifunction copiers, (2) Provide a shared pool of allowed annual pages across the entire fleet (both single function printers and multifunction units), and (3) Provide all maintenance, replacements, supplies (toner, ink, staples), training, and support for all equipment purchased or leased from ImageNet Consulting.

Based on current fleet size, ImageNet Consulting will provide an annual shared pool of 109.525 million black and white pages and approximately 8.500 million color pages. At the current fleet size, annual maintenance costs will be roughly \$800,000, paid from local funds allocated for printer and copier maintenance. Final annual costs will be adjusted based on actual fleet size and usage. Overages will be billed per page at \$0.0035 for black and white, \$0.0125 draft color, and \$0.0425 professional color.

The Technology Department worked with the Purchasing Department on proposal specifications, evaluation, and award recommendation and is compliant with purchasing regulations according to TEC 44.031. The print management program will be managed by the District Technology Department.

Submitted by:                    Leslie Haack, Deputy Superintendent of Support Services  
   Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
   David Jacobson, Chief Technology Information Officer  
   Lamanda Nipps, CTSBO, Purchasing Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INFORMATION ITEM: SPORTS MEDICINE AGREEMENT  
WITH MEMORIAL HERMANN HEALTH SYSTEM**

This contract is a continuation of our existing partnership with Memorial Hermann Health System (MHHS) as the official healthcare provider of LCISD Athletics. We have been in the existing partnership for three years and our current contract comes to an end on July 31, 2018. This proposed contract would extend the partnership from August 1, 2018 through July 31, 2021.

Key components of the three-year contract include:

- \$125,000 in financial support from MHHS to LCISD Athletics to provide funding for additional athletic training coverage and equipment.
- Athletic trainer coverage at Junior High athletic events through Memorial Hermann Outreach Athletic Trainers at a cost of \$35.00/hour to LCISD.
- Designated team physicians for all high schools, who will provide onsite coverage during varsity football games.
- On campus physicals for junior and senior high students at all campuses in the Spring of each year at a minimal cost to students.
- CPR & AED training provided as requested for athletic staff and nurses in LCISD.
- Baseline concussion testing for all high school athletes, including post injury testing.
- Fast track services for LCISD athletes in need of medical care or testing through MMHS.
- Providing continuing education opportunities for LCISD Athletic Trainers and their students.

Resource Persons: Valerie Vogt, Chief Academic Officer  
Nikki Nelson, Director of Athletics

## SPORTS MEDICINE AGREEMENT

THIS SPORTS MEDICINE AGREEMENT (this "*Agreement*") is entered into effective as of August 1, 2018 (the "*Effective Date*"), for a term expiring on July 31, 2021 (the "*Term*"), by and between Memorial Hermann Health System ("*MHHS*"), a Texas non-profit corporation, and the Lamar Consolidated Independent School District ("*LCISD*"). MHHS and LCISD are sometimes referred to in this Agreement, individually, as a "*Party*" or, together, as the "*Parties*."

### RECITALS

A. MHHS is an acute care hospital system headquartered in Houston, Texas, which operates the Memorial Hermann Ironman Sports Medicine Institute ("*Institute*");

B. LCISD desires to collaborate with MHHS for the primary purpose of enhancing the quality of sports medicine services made available to LCISD student athletes and to designate and utilize MHHS as the official healthcare provider of LCISD athletics; and

C. MHHS desires to partner with LCISD and to serve as the official healthcare provider of LCISD upon the terms and conditions contained herein.

In consideration of the mutual promises set forth in this Agreement, MHHS and LCISD agree to the following terms:

### AGREEMENT

#### **1. Responsibilities of the Parties.**

1.1 Institute Responsibilities. MHHS agrees to provide to LCISD the financial support and the services set forth in Exhibit A.

1.2. LCISD Responsibilities. LCISD agrees to designate MHHS as the official healthcare provider of LCISD Athletics and to provide the marketing opportunities set forth in Exhibit A.

#### **2. Term and Termination.**

2.1 Term of Agreement. This Agreement shall remain in force and effect during the Term, unless earlier terminated as set forth below.

2.2 Termination without Cause. Either Party may terminate this Agreement at any time without cause upon at least one hundred-twenty (120) days prior written notice to the other Party, in which case this Agreement shall terminate on the future date specified in such notice.

2.3 Termination upon Mutual Agreement. This Agreement shall terminate on such date as MHHS and LCISD may mutually agree in writing.

2.4 Termination for Breach. Either Party may terminate this Agreement upon the default of the other Party of any term, covenant, or condition of this Agreement, where such default continues for a period of thirty (30) days after the defaulting Party receives written notice thereof from the other Party specifying the existence of such default. If such default is not cured within the time specified, this Agreement shall terminate at the end of the thirty (30) day period without further notice or demand.

2.5 First Right to Renew At the end of the Term of this Agreement LCISD will grant to MHHS the first opportunity to negotiate a renewal of the Agreement prior to efforts by LCISD to negotiate a new agreement with any third party.

### **3. Insurance.**

3.1 MHHS shall maintain and keep in full force and effect during the Term at its own cost and expense the following types of insurance with minimum limits as set forth herein:

3.1.1 Comprehensive General Liability Insurance subject to a per occurrence limit of One Million Dollars (\$1,000,000.00) and a general aggregate limit of Two Million Dollars (\$2,000,000.00);

3.1.2 Professional Liability (malpractice) insurance or a self-funded insurance trust certified by audit in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the annual aggregate;

3.1.3 Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00);

3.1.4 MHHS is a non-subscriber to the Texas Worker's Compensation Program and, to this extent, shall maintain sufficient self-insurance and provide LCISD evidence thereof upon LCISD's reasonable request.

3.2 MHHS shall furnish certificates of insurance to LCISD within ten (10) business days of the Effective Date. Complete copies of all applicable insurance policies shall be provided to LCISD promptly upon request. Failure to provide copies of the required insurance policies within the given time may be cause for revocation of this Agreement.

3.3 The certificates of insurance and insurance policies shall state the following: "This policy shall not be non-renewed, canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to LCISD. The date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." LCISD shall be named as an additional insured in the automobile and general liability insurance policies. A Waiver of Subrogation in favor of LCISD is required.

3.4 MHHS shall furnish replacement insurance of the type and in the amounts required hereunder such that there are no gaps in coverage and shall provide renewal certificates for insurance that may expire during the term of the agreement.

4. **Liaisons.** The primary liaisons of each Party for purposes of coordinating performance of responsibilities under this Agreement are as follows:

For LCISD: Nicole Nelson  
Athletic Director  
Phone: 832-223-0149  
Email: [nnelson@lcisd.org](mailto:nnelson@lcisd.org)

Dr. Thomas Randle  
Superintendent of Schools  
Phone: 832-223-0110  
Email: [terandle@lcisd.org](mailto:terandle@lcisd.org)

For INSTITUTE: Name: Gregory Haralson  
Title: Chief Executive Officer, Memorial Hermann  
Sugar Land Hospital  
Phone: 281-725-5202  
Email: [gregory.haralson@memorialhermann.org](mailto:gregory.haralson@memorialhermann.org)

Name: Tim Couture  
Title: Associate Vice President, Ambulatory Services  
Phone: 713-338-7522  
Email: [Timothy.Couture@memorialhermann.org](mailto:Timothy.Couture@memorialhermann.org)

5. **Notices.** Notices or communications to be given under this Agreement shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed telefacsimile or certified mail, postage prepaid, to the respective addresses set out below, or at such other addresses and to such other persons as either Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by registered or certified mail, postage prepaid, one (1) business day after delivery if by an overnight delivery service, or upon transmission confirmation if by telefacsimile. A “*business day*” is a day on which the United States Postal Service delivers mail in Houston, Texas. The respective addresses are:

If to MHHS: Memorial Hermann Sugar Land Hospital  
17510 West Grand Parkway South  
Sugar Land, Texas 77479  
Attention: Chief Executive Officer

With copy to: Memorial Hermann Health System  
929 Gessner, Suite 2700  
Houston, Texas 77024  
Attention: Chief Legal Officer

If to LCISD: Nicole Nelson, Athletic Director  
3911 Avenue I  
Rosenberg, Texas 77471

**6. FERPA.** The Parties do not anticipate that the performance of services under this Agreement will require the exchange or disclosure of information or records protected from disclosure under the Family Educational and Privacy Rights Act ("**FERPA**"), 20 U.S.C 1232g. In the event that LCISD transmits a record or information contained in a record that is protected by FERPA to the Institute, LCISD appoints the Institute as its agent in the limited circumstances and for the limited purpose of providing services under this Agreement, in which event, the Institute shall not and agrees not to disclose any education record or any personally identifiable information contained in such record to any third party and shall maintain the educational record in conformity with FERPA and all applicable statutes, implementing regulations, and agency decisions.

**7. Independent Contractor.** The Parties hereto agree that they are not joint ventures or partners of each other by virtue of this Agreement. Neither Party hereto has control over the manner or method by which the other Party meets its obligations. Neither Party is responsible for tax or other withholding, for the other Party or its employees or agents, and sums for income tax, Social Security, unemployment insurance, or any other employee withholding, and neither Party is required to provide any employee benefits to the employees or agents of the other Party.

**8. General Provisions.**

(a) Entire Agreement; Representation; Construction. This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto.

(b) Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

(c) Incorporation By Reference. Any Schedules, Exhibits or Attachments referred to in this Agreement or the Recitals are attached to and incorporated into this Agreement by reference.

(d) Amendments. This Agreement may be amended only by a written instrument signed by MHHS and LCISD.



(e) Assignment. Neither Party may assign or subcontract any rights or obligations under this Agreement without the prior written consent of the other Party to the Assignment.

(f) Governing Law; Venue. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. The Parties expressly agree that the venue of all disputes, claims and lawsuits arising hereunder shall lie in Harris County, Texas.

(g) Severability. If any term or provision of this Agreement is to be held illegal, invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best reasonable efforts to add as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

(h) Waiver. Waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

The Parties have executed this Agreement in multiple originals on the respective dates set forth below, but this Agreement shall be effective as of the Effective Date for all purposes.

**LCISD:**

**MHHS:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Legal Form Only  
On Behalf of MHHS:

By:                     /s/                      
Frank J. Collura, DDS, JD  
Date: May 9, 2018

## **EXHIBIT A**

### **MHHS Responsibilities.**

MHHS agrees to:

- Pay \$125,000 per year to Lamar CISD
- Arrangement for junior high school event coverage with the assistance of Memorial Hermann Outreach Athletic Training (LCISD will pay the individuals at a rate of 35.00.hr)
- Provide physician coverage at all home varsity high school football games
- Designate a physician to each high school as the team physician
- Offer physicals at designated times for all senior and junior high school athletes. (LCISD will determine cost of physicals. Each school will pay for additional resources necessary to perform the physicals. The remainder of the fees will be retained by LCISD.)
- Provide CPR & AED training for coaching staff, LAT's, and RN's on request (Red Cross administrative fees will be paid by LCISD, the school or the individuals.
- Provide concussion testing, including baseline and post injury test for all LCISD high school athletes. Baseline testing and post testing will be provided in line with recommendations and guidelines with IMPACT and medical staff.
- Arrange fast track services, MVP athletes from LCISD when outreach navigator is notified.
- Provide a designated MHHS navigator to help in arranging for physician services appointments, imaging, or ER Visits.
- Utilize a school in LCISD as a mentoring location for one of the Memorial Hermann Ironman Sports Medicine Institute's physical therapy residents (A sports resident for 5-6 hours per week.
- Make available Human Performance personnel to individual schools or LCISD functions at a negotiated rate in areas of strength and conditioning, and nutrition.
- Provide access to Saturday Injury Clinics when in season. (Fee for services required.)

- Provide continuing education opportunities to LCISD Athletic Trainers.

### **LCISD Responsibilities**

LCISD agrees to:

- Pay 35.00 per hour for contractors engaged by MHHS to cover agreed upon events (projected cost \$20,000/year).
- Exclusivity in designating MHHS as the “Official Healthcare Provider of Lamar CISD Athletics”. Exclusive categories include: healthcare systems, hospitals, emergency rooms, physical therapy/sports medicine/human performance, and orthopedic and other medical groups.
- Permit MHHS signage at all LCISD sporting venues (i.e., banner placement on all fields, natatoriums, and gymnasiums.) Signage plan to be mutually agreed upon by MHHS and LCISD. Cost of signs are at MHHS expense.
- Provide a one page ad on front or back page of programs provided by Booster Club at all LCISD sports events.
- Web content. Permit MHHS logo on LCISD athletic home pages and social media, with MHHS approval.
- Provide options to have access to two distributions (marketing pieces) to students K-12 per school year.
- Assure no other healthcare provider can post information in the athletic areas of LCISD (i.e., athletic training rooms, field houses, natatoriums, gymnasiums, stadiums, etc.)
- Provide to MHHS the right of first refusal upon the contract termination to be considered for renewing the Agreement and remaining as the official healthcare provider for LCISD.

**INFORMATION ITEM: GIFTED AND TALENTED PROGRAM**

**BACKGROUND:**

Federal, state, and district regulations contribute to providing programming for students who demonstrate high achievement capability in such areas as intellectual, creative, artistic, or leadership capacity, or in specific academic fields and who need services or activities not ordinarily provided by the school to fully develop those capabilities.

**STATUS:**

The LCISD addresses the needs of gifted students based on a philosophy that

- every student deserves the opportunity to advance academically as far as his/her ability, motivation, and effort can take him/her and
- access to the opportunities as stated above is guaranteed to every student, regardless of gender, ethnicity, economic position, language proficiency, or disability.

LCISD meets student needs through differentiated curriculum, the Challenge Pool Program, and through facilitators who support classroom instruction. At the secondary level, challenging classes are also offered through Pre-AP and Advanced Placement coursework. Teachers receive initial training of 30 hours in G/T instruction, as well as, 6 hours of follow-up training each year.

Resource Persons: Valerie Vogt, Chief Academic Officer  
Valerie Anderson, Director of Advanced Studies

**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 2018-2019 school year. Last year's committees and members are:

	<b>2017-2018</b>	<b>2018-2019</b>
<b><u>STANDING COMMITTEES</u></b>		
<b>POLICY REVIEW COMMITTEE</b>	Tyson Harrell* Mandi Bronsell Kay Danziger	
<b>FINANCIAL AUDIT COMMITTEE</b>	Mandi Bronsell* Joe Hubenak James Steenbergen	
<b>FACILITIES COMMITTEE</b>	Kay Danziger* Joe Hubenak Kathryn Kaminski	
<b>ATTENDANCE BOUNDARY COMMITTEE</b>	Melisa Roberts* Mandi Bronsell Kathryn Kaminski	
<b>INFORMATION TECHNOLOGY COMMITTEE</b>	Joe Hubenak* Kay Danziger Melisa Roberts	
<b>FUNCTIONAL AUDIT COMMITTEE</b>	James Steenbergen* Kathryn Kaminski Tyson Harrell	

**PROGRAM DESCRIPTION:**

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

Board Members marked with an \* are the chairpersons.

**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 2018-19 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, 2018)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2018.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2017 through August 31, 2018.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2017-18 roll as compared to prior years. Through May 31, 2018, LCISD had collected 98.2 % of the 2017-18 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2017-2018.
- 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 2018**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
17	\$ 1,149,799.54	\$ 104,705.72	\$ 16,302.89	\$ 1,270,808.15	\$ 860,291.98	\$ 94,644.95	\$ 289,507.56	\$ 26,363.66
16	\$ 33,461.48	\$ 14,260.48	\$ 13,093.18	\$ 60,815.14	\$ 25,036.24	\$ 23,763.01	\$ 8,425.24	\$ 3,590.65
15	\$ 23,150.06	\$ 4,731.19	\$ 3,204.79	\$ 31,086.04	\$ 17,321.11	\$ 6,744.70	\$ 5,828.95	\$ 1,191.28
14	\$ 29,850.31	\$ 2,124.29	\$ 1,234.57	\$ 33,209.17	\$ 22,334.32	\$ 2,823.96	\$ 7,515.99	\$ 534.90
13	\$ 36,319.74	\$ 2,311.83	\$ 1,275.61	\$ 39,907.18	\$ 27,174.83	\$ 3,005.36	\$ 9,144.91	\$ 582.08
12	\$ 18,811.86	\$ 1,788.68	\$ 830.62	\$ 21,431.16	\$ 14,075.23	\$ 2,168.89	\$ 4,736.63	\$ 450.41
11	\$ 1,327.36	\$ 536.62	\$ 320.04	\$ 2,184.02	\$ 974.04	\$ 713.82	\$ 353.32	\$ 142.84
10	\$ 160.87	\$ 159.70	\$ 53.84	\$ 374.41	\$ 120.24	\$ 173.23	\$ 40.63	\$ 40.31
09	\$ 562.66	\$ 414.32	\$ 46.40	\$ 1,023.38	\$ 445.37	\$ 374.59	\$ 117.29	\$ 86.13
08	\$ 153.46	\$ 190.02	\$ 68.69	\$ 412.17	\$ 120.64	\$ 218.06	\$ 32.82	\$ 40.65
07	\$ 29.98	\$ 40.77	\$ 14.15	\$ 84.90	\$ 23.10	\$ 45.57	\$ 6.88	\$ 9.35
06	\$ 104.88	\$ 152.81	\$ 51.23	\$ 308.92	\$ 90.13	\$ 182.55	\$ 14.75	\$ 21.49
05	\$ 53.15	\$ 74.13	\$ 23.98	\$ 151.26	\$ 46.96	\$ 89.48	\$ 6.19	\$ 8.63
04	\$ 740.52	\$ 802.18	\$ 19.57	\$ 1,562.27	\$ 654.31	\$ 728.36	\$ 86.21	\$ 93.39
03	\$ 17.48	\$ 30.89	\$ 7.26	\$ 55.63	\$ 15.75	\$ 35.10	\$ 1.73	\$ 3.05
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ 470.59	\$ 714.11	\$ 100.94	\$ 1,285.64	\$ 424.08	\$ 744.48	\$ 46.51	\$ 70.57
00	\$ 2.64	\$ -	\$ -	\$ 2.64	\$ 2.35	\$ -	\$ 0.29	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97 & prior	\$ 4,026.72	\$ 10,548.86	\$ 2,186.34	\$ 16,761.92	\$ 3,689.55	\$ 11,849.92	\$ 337.17	\$ 885.28
<b>Totals</b>	<b>\$ 1,299,043.30</b>	<b>\$ 143,586.60</b>	<b>\$ 38,834.10</b>	<b>\$ 1,481,464.00</b>	<b>\$ 972,840.23</b>	<b>\$ 148,306.03</b>	<b>\$ 326,203.07</b>	<b>\$ 34,114.67</b>

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**Lamar Consolidated ISD  
Tax Collections  
September 1, 2017-August 31, 2018  
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5/31/18
17	\$ 206,293,212.17	\$ 2,856,223.10	\$ 209,149,435.27	\$ 205,429,209.57	\$ 562,314.78	\$ 44,778.44	\$ 206,036,302.79	\$ 3,720,225.70
16	\$ 1,814,663.85	\$ (74,614.13)	\$ 1,740,049.72	\$ 906,221.20	\$ 219,710.26	\$ 226,060.17	\$ 1,351,991.63	\$ 833,828.52
15	\$ 566,874.61	\$ 47,859.59	\$ 614,734.20	\$ 106,477.89	\$ 42,832.95	\$ 28,645.47	\$ 177,956.31	\$ 508,256.31
14	\$ 339,577.64	\$ 189,792.71	\$ 529,370.35	\$ 144,999.59	\$ 22,082.60	\$ 12,063.84	\$ 179,146.03	\$ 384,370.76
13	\$ 277,679.16	\$ 162,105.68	\$ 439,784.84	\$ 102,055.45	\$ 18,352.68	\$ 9,207.31	\$ 129,615.44	\$ 337,729.39
12	\$ 265,479.02	\$ 198,847.60	\$ 464,326.62	\$ 177,412.57	\$ 15,999.41	\$ 6,221.50	\$ 199,633.48	\$ 286,914.05
11	\$ 224,190.26	\$ 39,925.06	\$ 264,115.32	\$ 58,241.66	\$ 8,326.05	\$ 2,825.25	\$ 69,392.96	\$ 205,873.66
10	\$ 181,303.11	\$ 12,365.40	\$ 193,668.51	\$ 15,609.23	\$ 6,320.14	\$ 1,692.86	\$ 23,622.23	\$ 178,059.28
09	\$ 159,154.16	\$ (373.00)	\$ 158,781.16	\$ 6,519.09	\$ 5,374.92	\$ 1,189.01	\$ 13,083.02	\$ 152,262.07
08	\$ 153,187.47	\$ (135.44)	\$ 153,052.03	\$ 2,983.95	\$ 3,372.74	\$ 1,164.16	\$ 7,520.85	\$ 150,068.08
07	\$ 174,543.62	\$ -	\$ 174,543.62	\$ 945.70	\$ 1,196.62	\$ 407.30	\$ 2,549.62	\$ 173,597.92
06	\$ 84,556.70	\$ -	\$ 84,556.70	\$ 1,917.04	\$ 1,997.64	\$ 321.84	\$ 4,236.52	\$ 82,639.66
05	\$ 130,312.15	\$ (85.80)	\$ 130,226.35	\$ 1,416.71	\$ 2,054.41	\$ 597.67	\$ 4,068.79	\$ 128,809.64
04	\$ 52,136.73	\$ (85.80)	\$ 52,050.93	\$ 3,476.39	\$ 5,259.68	\$ 1,390.54	\$ 10,126.61	\$ 48,574.54
03	\$ 39,258.30	\$ -	\$ 39,258.30	\$ 1,620.70	\$ 2,438.56	\$ 469.28	\$ 4,528.54	\$ 37,637.60
02	\$ 25,886.38	\$ -	\$ 25,886.38	\$ 592.77	\$ 895.76	\$ 155.29	\$ 1,643.82	\$ 25,293.61
01	\$ 24,301.80	\$ (72.30)	\$ 24,229.50	\$ 952.51	\$ 1,559.17	\$ 262.31	\$ 2,773.99	\$ 23,276.99
00	\$ 21,052.70	\$ (64.80)	\$ 20,987.90	\$ 36.95	\$ 57.40	\$ 12.64	\$ 106.99	\$ 20,950.95
99	\$ 21,924.25	\$ (120.90)	\$ 21,803.35	\$ 347.81	\$ 609.83	\$ 87.13	\$ 1,044.77	\$ 21,455.54
98	\$ 13,781.68	\$ (120.90)	\$ 13,660.78	\$ 9.86	\$ 23.57	\$ 5.01	\$ 38.44	\$ 13,650.92
97	\$ 12,114.62	\$ (118.80)	\$ 11,995.82	\$ 2,311.58	\$ 5,849.36	\$ 1,204.79	\$ 9,365.73	\$ 9,684.24
96	\$ 5,144.62	\$ (3,215.00)	\$ 1,929.62	\$ 2,010.07	\$ 5,386.50	\$ 1,109.49	\$ 8,506.06	\$ (80.45)
95 & prior	\$ 17,571.87	\$ -	\$ 17,571.87	\$ 67.64	\$ 205.95	\$ 41.05	\$ 314.64	\$ 17,504.23
<b>Totals</b>	<b>\$210,897,906.87</b>	<b>\$3,428,112.27</b>	<b>\$214,326,019.14</b>	<b>\$206,965,435.93</b>	<b>\$932,220.98</b>	<b>\$339,912.35</b>	<b>\$208,237,569.26</b>	<b>\$7,360,583.21</b>

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

<b>MONTH</b>	<b>2017-2018</b>	<b>2016-2017</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>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>	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%
<b>DEC</b>	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%
<b>JAN</b>	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%
<b>FEB</b>	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%
<b>MAR</b>	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%
<b>APR</b>	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%
<b>MAY</b>	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%
<b>JUNE</b>		98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%
<b>JULY</b>		98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%
<b>AUG</b>		99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2017-18 TAX COLLECTIONS  
AS OF MAY 31, 2018**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 5/31/2018</b>	<b>% OF BUDGET COLLECTED</b>
2017	2017-2018	\$ 207,658,560	\$ 205,429,210	98.93%
2016 & Prior	2016-17 & Prior	\$ 2,150,000	\$ 1,536,226	71.45%
<b>TOTAL</b>		<b>\$ 209,808,560</b>	<b>\$ 206,965,436</b>	<b>98.64%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF MAY 31, 2018**

Exhibit E

<b>SCHOOL YEAR TAX YEAR</b>	<b>2012-13 2012</b>	<b>2013-14 2013</b>	<b>2014-15 2014</b>	<b>2015-16 2015</b>	<b>2016-17 2016</b>	<b>2017-18 2017</b>
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212
1 Collections	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 205,429,210
Adj. To Roll	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,856,223
2 Collections	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 906,221	
Adj. To Roll	\$ 65,612	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (74,614)	
3 Collections	\$ 315,459	\$ 333,212	\$ 305,374	\$ 106,478		
Adj. To Roll	\$ 445,748	\$ (49,699)	\$ 102,657	\$ 47,860		
4 Collections	\$ 252,058	\$ 211,870	\$ 145,000			
Adj. To Roll	\$ (88,980)	\$ 113,341	\$ 189,793			
5 Collections	\$ 225,311	\$ 102,055				
Adj. To Roll	\$ 138,805	\$ 162,106				
6 Collections	\$ 177,413					
Adj. To Roll	\$ 198,848					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 142,270,817	\$ 149,607,226	\$ 161,872,507	\$ 178,880,620	\$ 196,459,686	\$ 205,429,210
<b>ADJUSTED TAX ROLL</b>	\$ 142,557,731	\$ 149,944,955	\$ 162,256,878	\$ 179,388,877	\$ 197,293,514	\$ 209,149,435
<b>BALANCE TO BE COLLECTED</b>	\$ 286,914	\$ 337,729	\$ 384,371	\$ 508,256	\$ 833,829	\$ 3,720,226
<b>ADJ. TAXABLE VALUE</b>	\$ 10,255,582,937	\$ 10,787,018,826	\$ 11,672,736,797	\$ 12,905,210,362	\$ 14,193,267,452	\$ 15,046,180,732
<b>TOTAL % COLLECTIONS AS OF MAY 31, 2018</b>	99.8%	99.8%	99.8%	99.7%	99.6%	98.2%
<b>TAX RATE</b>	1.39005	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.

C.A. Walker Construction (Support Services Center)	Application # 10	\$ 206,561.73
Drymalla Construction (Carter ES)	Application # 11	\$ 1,776,310.95
Drymalla Construction (Fulshear HS Shell Space)	Application # 1	\$ 140,000.55
Engineered Air Balance (Maintenance & Operations)	Application # 4	\$ 7,850.00
Fort Bend County MUD #5 (Culver ES)	Application # 1	\$ 86,211.60
Gamma Construction (Bentley ES)	Application # 18B	\$ 44,786.00
Hartfiel Architecture & Design (LCHS Aquaponics Greenhouses)	Application # 5	\$ 400.00
KCI Technologies (District Access Controls)	Application # 5	\$ 2,814.00
KCI Technologies (District Site Controls)	Application # 6	\$ 9,240.00
Micro Integration (District Wide Access Controls)	Application # 1	\$ 126,270.20
Micro Integration (Support Services M&O)	Application # 1	\$ 53,587.00
PBK Architects (Campbell/Dickinson Track & Turf)	Application # 7	\$ 3,092.24
PBK Architects (Foster HS Natatorium)	Application # 16	\$ 25,863.15

PBK Architects (Fulshear HS Natatorium)	Application # 17	\$	<b>11,128.52</b>
PBK Architects (George Ranch HS Natatorium)	Application # 16	\$	<b>13,890.24</b>
PBK Architects (Support Services)	Application # 13	\$	<b>25,972.91</b>
PBK Architects (Support Services – Reimbursables)	Application # 7	\$	<b>146.65</b>
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 13	\$	<b>77,539.51</b>
Raba Kistner (Fulshear HS Natatorium)	Application # 9	\$	<b>2,077.25</b>
Terracon (Carter ES)	Application # 13	\$	<b>767.00</b>
Terracon (Culver ES)	Application # 1	\$	<b>643.50</b>
Terracon (Jordan Ranch ES)	Application # 1	\$	<b>4,300.00</b>
Terracon (Roberts MS)	Application # 1	\$	<b>435.00</b>
Terracon (Veranda ES)	Application # 1	\$	<b>4,300.00</b>
Traffic Engineers (Williams ES)	Application # 1	\$	<b>10,800.00</b>
Turner Construction (Foster HS Natatorium)	Application # 9	\$	<b>432,056.68</b>
Turner Construction (Fulshear HS Natatorium)	Application # 9	\$	<b>499,803.36</b>
Turner Construction (George Ranch HS Natatorium)	Application # 9	\$	<b>482,184.99</b>

VLK Architects (Carter ES)	Application # 12	\$	<b>43,319.12</b>
VLK Architects (Carter ES – Reimbursables)	Application # 11	\$	<b>600.00</b>
W.W. Payton Corporation (Foster HS Water Plant Upgrades)	Application # 1	\$	<b>475,000.00</b>

Resource person: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

**EXECUTIVE SUMMARY**

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,668,081.60	341,973.40	21,327,662.23	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,962,813.40	1,808,047.60	20,232,818.13	21,962,814.00
Don Carter Elementary School (#26)	24,959,404.00	22,972,879.26	1,986,524.74	18,318,275.23	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	708,150.00	281,850.00	631,339.50	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	647,184.00	52,816.00	540,124.88	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,613,703.19	35,176.81	6,344,798.81	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,683,939.00	148,228.00	6,270,269.94	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	6,199,249.13	9,086,569.00
Support Services Center	12,146,000.00	11,429,545.74	769,689.86	6,492,729.32	12,146,000.00
THS Band Hall	700,000.00	659,835.00	40,165.00	591,126.60	700,000.00
*THS Baseball	2,400,000.00	2,398,212.02	81,073.98	2,301,691.52	2,400,000.00
<b>Sub Total - Bond Sale 1</b>	<b>116,395,936.00</b>	<b>110,361,213.78</b>	<b>6,087,957.82</b>	<b>90,766,046.92</b>	<b>114,567,883.57</b>
<b>Bond Sale 2</b>					
Thomas R. Culver, III Elementary School	24,959,404.00	21,663,560.00	22,798,244.00	1,438,189.31	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	425,000.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,378,732.00	20,709,356.00	964,597.86	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,692,590.00	2,156,487.00	365,492.65	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>45,926,267.00</b>	<b>35,218,831.00</b>	<b>3,193,279.82</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>197,541,034.00</b>	<b>156,287,480.78</b>	<b>41,306,788.82</b>	<b>93,959,326.74</b>	<b>195,712,981.57</b>

\* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	536,254.00	263,746.00	476,734.01	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.48
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,572.50
Site Lighting	1,600,000.00	1,321,250.00	278,750.00	1,136,756.35	1,600,000.00
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>3,541,518.98</b>	<b>758,481.02</b>	<b>3,285,727.18</b>	<b>4,081,734.98</b>

**PROGRAM OVERVIEW**

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects, and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

**Accomplishments This Month:**

- Began construction at Roberts Middle School.
- Began construction at Culver Middle School.
- Began construction on Support Services Facility.



**DON CARTER ELEMENTARY SCHOOL**



## DON CARTER ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: August 2018

### OVERVIEW:

- Mechanical, electrical, and plumbing finish work is progressing.
- Casework has been installed throughout the building.
- Interior finishes are continuing in all areas.
- Permanent electrical power is on.
- Exterior canopies are being installed.
- Final sitework is underway.

## THOMAS R. CULVER III ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW:

- Construction has begun.
- Site grading and installation of underground storm drainage is continuing.
- Foundation piers have been poured.

## ROBERTS MIDDLE SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW:

- Construction has begun.
- Importing multiple truckloads of fill is nearing completion to bring the site up to the building pad level.
- Foundation piers are being poured.

## FULSHEAR HIGH SCHOOL SHELL SPACE



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: August 2018

### OVERVIEW:

- Interior walls are ready for painting.
- HVAC ductwork has been installed.
- Ceiling grid and lighting have been installed.
- Classroom casework is being installed.

## MAINTENANCE & OPERATIONS FACILITY



### SCHEDULE MILESTONES:

- Current Phase: Punch List

### OVERVIEW:

- Maintenance has occupied the new facility.
- Punch list corrections are underway.

## SUPPORT SERVICES FACILITY



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: November 2018

### OVERVIEW:

- Purchasing staff and Warehouse materials have been moved into the old Maintenance Building.
- Selective demolition in the old warehouse has begun to prepare for new construction.

## BAND HALL ADDITIONS

### Terry High School



#### SCHEDULE MILESTONES:

- Current Phase: Punch List
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Construction Completion: April 2018

### Lamar Consolidated High School



#### OVERVIEW:

- Currently working on Punch List items.

## BASEBALL COMPLEX RENOVATIONS

### Terry High School



#### SCHEDULE MILESTONES:

- Current Phase: Close-Out
- Construction Start: 3<sup>rd</sup> Quarter 2017
- Construction Completion: February 2018



#### OVERVIEW:

- All construction is complete.
- Final approval will be presented at the June Board Meeting.

## NATATORIUMS

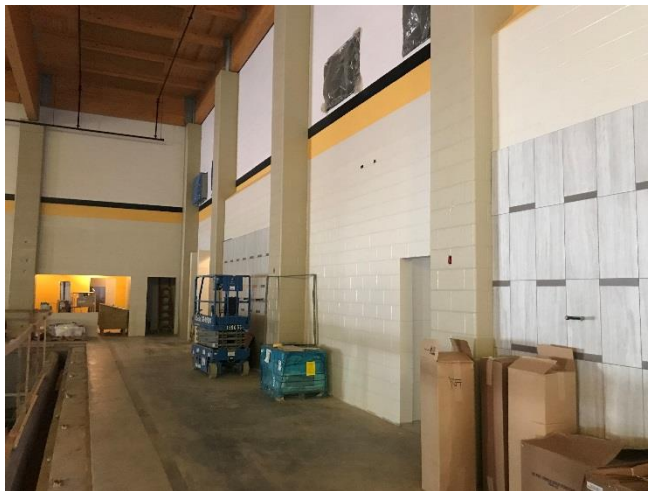
George Ranch High School | Foster High School | Fulshear High School



George Ranch High School



Fulshear High School



Foster High School



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: July 2017
- Construction Completion: August 2018

### OVERVIEW:

- Interior finishes are underway in all Natatoriums.
- Pool equipment installation continues.
- Exterior masonry is being installed on each facility.
- Final sitework is underway at each Natatorium.

## FOSTER HIGH SCHOOL WATER PLANT UPGRADES



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: March 2018

### OVERVIEW:

- All construction is complete.
- Waiting on TCEQ approval to begin use of the new water well and storage tank.

## HVAC WEB-BASED CONTROLS



### SCHEDULE OVERVIEW:

- Current Phase: Punch List
- Construction Start: July 2017
- Construction Completion: April 2018

### OVERVIEW:

- HVAC Controls are complete at all schools.
- Currently working on final Punch List and close out requirements.

## ACCESS CONTROLS



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: August 2018

### OVERVIEW:

- Phase 1 installation at school locations is in final testing phase to confirm operation.
- Staff ID badges are being tested at all schools.
- Phase 2 sites have been added – Door hardware is being ordered.

## SITE LIGHTING



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: September 2018

### OVERVIEW:

- Original scope of work is complete.
- Final inspections and night audits to confirm all lights are operating is underway.
- Phase 2 sites have been added and additional light fixtures have been ordered.



## SATELLITE AG BARN #3

### SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

### OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

## FUTURE PROJECTS

### OVERVIEW:

- 2014 Bond Sale 2 Remaining Project:
  - Morgan Elementary #28.

## COMPLETED PROJECTS

Foster High School Baseball Scoreboard  
Huggins Elementary School New Parent Drive  
New Lindsey Elementary School  
Pink Elementary School Repairs  
Chiller Replacement at six schools  
Bentley Elementary School

Completed March 2016  
Completed May 2017  
Completed October 2017  
Completed November 2017  
Completed November 2017  
Completed May 2018

**INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS**

The list below are projects that the Board has approved to move forward with 2011 available funds:

**DISTRICT FENCE PROJECT:**

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. This project is now complete and closed.

Project Budget \$450,000

**CHILLER REPLACEMENT PROJECT:**

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Project is complete.

Project budget \$1,200,000

**PARKING LOT LIGHTING RETROFIT:**

VANIR Rice & Gardner are managing this project. Siemens has been awarded this project and contracts have been completed. The installation is near completion.

Project Budget \$1,600,000

**HUGGINS PARKING AND PARENT DROPOFF:**

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17<sup>th</sup>. Project is complete and closed.

Project Budget \$700,000

**ACCESS CONTROL PROJECT:**

VANIR Rice & Gardner are managing this project. KCI Technology has completed final documents and RF Quotes have been received. Bowie Elementary School has been installed and working. Construction is near completion.

Access Control Budget \$800,000

**TERRY HIGH BASEBALL PROJECT:**

This project is a 2014 Bond project managed by VANIR Rice & Gardner Notice This project is now complete and final payment is on this month's Board Agenda.

Additional Budget of \$1,425,000

**TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000**

Resource Persons: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**PERSONNEL CHANGES**

The following changes took place during the month:

Trainees hired:	1
Drivers leaving department	1
Full time drivers hired:	1
Drivers waiting driving test	1
Bus aides hired:	2

Hiring Incentives Paid	Employee	Referrer
Initial	2	0
Six Month	14	6

**ACCIDENTS**

We had the following on the road accidents during the month

<u>Date</u>	<u>Bus #</u>	<u>Action</u>	<u>Location</u>	<u>Preventable</u>	<u>Experience</u>
5/01/2018	217	Hit the rear of a car	FM 762 near Polly Ryan	P	15 years
5/03/2018	86	Backed into a post	Waterbeck and Winstler	P	2 years
5/08/2018	118	Hit mirrors with a passing truck	59 and 36	P	15 years
5/09/2018	20	Sideswiped a car in a curve	Pico Landing & Linwood Terrace	P	2 years
5/18/2018	269	Scraped against another bus	Crawford & Bunze	P	3 months

**ROUTING AND SCHEDULING**

We have the following routes in operation

<b>R O U T I N G</b>						
<b>TRACK</b>	<b>REG</b>	<b>SPED</b>	<b>MIDDAY</b>	<b>DISTRICT VANS</b>	<b>ALC</b>	<b>NUMBER OF DISPLACED STUDENTS</b>
<b>BLUE</b>	29	10	9	2		44
<b>RED</b>	45	7	10	2		68
<b>GOLD</b>	27	13	14	0		43
<b>MAROON</b>	50	6	8	0		31
<b>PURPLE</b>	20	2	4	1	1	9
<b>TOTAL</b>	171	38	45	5	1	196

## TRAINING AND OTHER EVENTS

End of the year lunch celebrations were held at both the Fulshear and Rosenberg locations, with beef and chicken fajitas for lunch. Kevin McKeever and Leslie Haack were both able to attend. Monthly training events continued for all drivers and aides by track. Sessions were also held for flex drivers and BOSs (Bus Operations Specialists).

### Field Trips

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	254	14,333	283	238	2,449
Fulshear	159	11,832	383	892	1,533

## STUDENT DISCIPLINE

A total of 368 discipline reports were issued this month

## VEHICLE MAINTENANCE

The maintenance department responded to 12 breakdowns where the bus needed attention or replacement on the road.

The electronic fuel controller is back in service and is generating a new report, providing usage breakdown by department and product.

### May 2018 Fuel Report

	NUMBER OF TRANSACTIONS	QTY	AMOUNT
ACCOUNT : 001	VOCATIONAL		
PRODUCT : 02 #2 DIESEL	9	236.100	\$407.04
	9		
ACCOUNT TOTALS :		236.100	\$407.04
ACCOUNT : 034	DISTRIBUTION		
PRODUCT : 01 UNLEADED	29	538.800	\$894.95
	29		
ACCOUNT TOTALS :		538.800	\$894.95
ACCOUNT : 050	MAINTENANCE		
PRODUCT : 01 UNLEADED	231	4226.600	\$7,020.39
PRODUCT : 02 #2 DIESEL	111	956.900	\$1,649.70
	342		
ACCOUNT TOTALS :		5183.500	\$8,670.09
ACCOUNT : 053	TECHNICAL SERVICES		
PRODUCT : 01 UNLEADED	29	369.900	\$614.43
	29		

ACCOUNT TOTALS :				369.900	\$614.43
ACCOUNT :	060		TRANSPORTATION		
PRODUCT :	01	UNLEADED	88	1468.300	\$2,438.88
PRODUCT :	02	#2 DIESEL	1655	56137.200	\$96,780.52
			1743		
ACCOUNT TOTALS :				57605.500	\$99,219.40
ACCOUNT :	080		SECURITY		
PRODUCT :	01	UNLEADED	59	783.800	\$1,301.92
			59		
ACCOUNT TOTALS :				783.800	\$1,301.92
ACCOUNT :	090		ATHLETICS		
PRODUCT :	01	UNLEADED	1	2.700	\$4.48
			1		
ACCOUNT TOTALS :				2.700	\$4.48
ACCOUNT :	78		FOODSERVICE		
PRODUCT :	01	UNLEADED	26	451.200	\$749.44
			26		
ACCOUNT TOTALS :				451.200	\$749.44

Resource Persons: Leslie Haack, Deputy Superintendent of Support Services  
Mike Jones, Director of Transportation