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 17, 2016 - Special Meeting (Workshop) 6
   B. May 19, 2016 - Regular Board Meeting 13
7. Board members reports
   A. Meetings and events
8. Superintendent reports
   A. Meetings and events
   B. Information for immediate attention
9. ACTION ITEMS
   A. Goal: Instructional
      1. Consider approval of Resolution proclaiming support for a Lamar Consolidated High School, Lamar Junior High School and Wessendorff Middle School mascot 28
      2. Consider adoption of the Carl Briscoe Bentley Elementary School mascot and school colors 30
      3. Consider approval to submit application for missed school days waiver due to flooding 32
   B. Goal: Planning
      1. Consider ratification of Financial and Investment Reports 33
      2. Consider approval of budget amendment requests 37
      3. Consider approval of purchase of aquaponics, hydroponics, and aeroponics equipment, supplies, and related items 39
      4. Consider approval of purchase of charter bus services 41
      5. Consider approval of donations to the district, including, but not limited to: 43
         a. Adolphus Elementary School
         b. George Ranch High School
         c. Hubenak Elementary School
6. Consider approval of an interlocal agreement with Region 4 Education Service Center for facilities maintenance and operation administrative management services
7. Consider approval of project authorizations and the delivery method for replacement chillers and Huggins Elementary School driveway improvements
8. Consider approval of professional surveying services for the band hall expansion at Lamar Consolidated High School
9. Consider approval of professional surveying services for the band hall expansion at Terry High School
10. Consider approval of geotechnical study for the band hall expansion at Lamar Consolidated High School
11. Consider approval of geotechnical study for the band hall expansion at Terry High School
12. Consider approval of geotechnical study for the Terry High School baseball complex renovations
13. Consider approval of professional surveying services for the Terry High School baseball complex renovations
14. Consider approval of exterior caulking repairs for Pink Elementary School
15. Consider approval of roof repairs for Pink Elementary School
16. Consider approval of temporary construction easement for the Fort Bend County Levee Improvement District No. 6
17. Consider approval of HVAC Controls upgrade
18. Consider approval of sidewalk repairs for Pink Elementary School

C. Goal: Technology
   1. Consider approval of audio visual equipment and installation services
   2. Consider approval of discovery education streaming
   3. Consider approval of purchase of network switches
   4. Consider approval of purchase of internet web filter

10. INFORMATION ITEMS
A. Goal: Instructional
   1. 2015-2016 School Health Advisory Council
B. Goal: Planning
   1. Appointment of Board Committees
   2. Board Policies for First Reading
   3. Budget Workshop
   4. Tax Collection Report
   5. Payments for Construction Projects
   6. Region 4 Maintenance and Operations Update
   7. Bond Update
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.
   a. Approval of personnel recommendations for employment of professional personnel
   b. Employment of professional personnel (Information)
   c. Employee resignations and retirements (Information)
   d. 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

RECONVENE IN OPEN SESSION

Action on Closed Session Items
Future Agenda Items

ADJOURNMENT: (Time_______________)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the
commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

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

Section 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed session, then such final action, final decision or final vote shall be at either:

a. the open meeting covered by this notice upon the reconvening of this public meeting, or
b. at a subsequent public meeting of the Board upon notice thereof, as the Board may determine.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of June 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

[Signature]
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 17th day of May 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Melisa Roberts      Member

Others Present:

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

BUSINESS TRANSACTED

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

2. Discussion of May 19th Regular Board Meeting Agenda Items
The Board reviewed the May 19th Regular Board Meeting agenda items.

10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

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

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

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

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

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

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

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

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

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

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

10. B-3  Consider approval of budget amendment requests

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Kaminski stated that the purpose of this was for it to be a practice pool. Mr. Schneider said that was the charge they were given.
Dr. Harrell asked what will be the additional maintenance for the pools. Mr. McKeever said they will be hiring additional staff.

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

Mr. Kunz from VLK Architects presented the design.

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

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

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

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

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

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

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

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

11. INFORMATION ITEMS

11. A GOAL: PLANNING

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

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

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

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

11. B GOAL: INSTRUCTIONAL

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
   a. Approval of personnel recommendations for employment of professional personnel
   b. Employment of professional personnel (Information)
   c. Employee resignations and retirements (Information)
   d. Consider employment of Principal for Terry High School
   e. Consider employment of Principal for Briscoe Junior High School
   f. Consider employment of Principal for Bowie Elementary School
   g. Consider renewals for late hires
   h. Reassignment of professional personnel (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
   a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
   a. Any item listed on the agenda
b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 8:01 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

__________________________________________  ________________________________________
James Steenbergen                          Kay Danziger
President of the Board of Trustees         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 19th day of May 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

a. Poetry in Motion – George Junior High

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

4. RECOGNITIONS/AWARDS

a. Tommy Tune Best Actor

Muhammad Yunus

b. Gates Millennium Scholar

Jose Zelaya from Lamar Consolidated High School

c. Valedictorians and Salutatorians

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

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

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

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

5. INTRODUCTIONS

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

6. AUDIENCE TO PATRONS

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

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

A. APRIL 14, 2016 SPECIAL MEETING

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

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

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

C. APRIL 21, 2016 REGULAR BOARD MEETING

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

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

Voting in opposition: Ms. Gonzales

The motion carried.

8. BOARD MEMBER REPORTS

a. Meetings and Events

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

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

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

9. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

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

10. A GOAL: INSTRUCTIONAL

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

a. Lamar Consolidated High School

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

b. Career and Technical Education

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

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

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

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

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

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

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

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

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

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

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

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

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

10. B **GOAL: PLANNING**

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

Ratified the Financial and Investment Reports as presented.

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

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

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

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

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

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

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

Approved the Interlocal agreement with Region 6 Education Service Center (RESC 6) for the EPIC 6 Purchasing Cooperative and authorized the Board President to execute the Agreement. (See inserted pages 38-AA – 38-CC.)
Minutes of Regular Board Meeting May 19, 2016 – page 39

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

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

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

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

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

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

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

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

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

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

10. B-14 Adoption of donations to the district, including, but not limited to:
   a. Adolphus Elementary School
   b. Frost Elementary School
   c. Huggins Elementary School
   d. Hutchison Elementary School

Approved donations to the District.

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

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

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

Approved Phil’s Plumbing for the pipe repairs at Pink Elementary School in the amount of $290,368 and authorized the Board President to execute the agreement. (See inserted pages 39-KK – 39-FFF.)
10. B-21 Approval of Vanir/Rice & Gardner Consultants contract amendment No. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

10. C GOAL: TECHNOLOGY

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

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

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

No action taken.

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

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

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

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

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

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

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

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

Ms. Kaminski resumed her duties as presiding officer.

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

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

Dr. Harrell said he spoke to families and they all feel having an 8th block is important and making it an even lane pool. He said he would not want to approve this unless they change the design of the pool to include an 8th lane and block so that competitions can be held. Mr. Schneider said legally you can use starting blocks in 4’
of water, but it is not recommended. He said they could accommodate by adding width to the pool and would cost around 65k to 70k.

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

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

Mr. Steenbergen said they should bring back some alternates.

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

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

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

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

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

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

Voting in opposition of the motion: Ms. Roberts

The motion carried.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion failed.

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

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

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

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

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

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

Mr. Torres said to bear in mind that when a person comes in every month and stands at the microphone, tells lies and attacks people, in his opinion, that person does not deserve respect.
Dr. Harrell said he sat here in his third meeting and listened to four people that did not know who he was and publically railed him. He said he sat here and took it. He did not respond because he knows the rules.

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

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

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

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

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

Abstaining: Ms. Danziger

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

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

Board President

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

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

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

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

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

Board Vice President

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

Ms. Gonzales nominated Kay Danziger as board vice president of the Lamar CISD Board of Trustees and it was seconded by Mr. Torres.
Voting in favor of Kathryn Kaminski as board vice president: Mr. Steenbergen, Ms. Kaminski, Ms. Roberts, and Dr. Harrell

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

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

Board Secretary

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

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

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

11. INFORMATION ITEMS

11. A GOAL: PLANNING

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

11. A-2 Tax Collection Report

11. A-3 Payments for Construction Projects

11. A-4 Region 4 Maintenance and Operations Update

11. A-5 Bond Update
   a. 2011
   b. 2014

11. A-6 Transportation Update

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

11. A-8 Bond Planning

11. A-9 Request for program management comparison

Ms. Roberts requested a presentation in the future.
Minutes of Regular Board Meeting May 19, 2016 – page 47

11. B GOAL: INSTRUCTIONAL

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

11. B-2 Equal Opportunity Schools

Mr. Jose Pineda presented to the Board.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
   a. Approval of personnel recommendations for employment of professional personnel
   b. Employment of professional personnel (Information)
   c. Employee resignations and retirements (Information)
   d. Consider employment of Principal for Terry High School
   e. Consider employment of Principal for Briscoe Junior High School
   f. Consider employment of Principal for Bowie Elementary School
   g. Consider renewals for late hires
   h. Reassignment of professional personnel (Information)

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

3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
   a. Any item listed on the agenda
   b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 9:10 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

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

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

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

Employed

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Title</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forbes, Erin</td>
<td>June 1, 2016</td>
<td>Associate Principal</td>
<td>Fulshear High School</td>
</tr>
<tr>
<td>Lopez, Sergio David</td>
<td>July 18, 2016</td>
<td>Assistant Principal</td>
<td>Leaman Junior High</td>
</tr>
</tbody>
</table>
12. A-1(d) Employment of Principal for Terry High School

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

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

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

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

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

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

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

FUTURE AGENDA ITEMS

Action item resolution to approve the blue track unified mascot

Information Item to survey 3rd to 5th grade teachers regarding stability balls

Information Item on hourly worker salary

ADJOURNMENT

The meeting adjourned at 9:50 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees
CONSIDER APPROVAL OF RESOLUTION PROCLAIMING SUPPORT FOR A LAMAR CONSOLIDATED HIGH SCHOOL, LAMAR JUNIOR HIGH SCHOOL AND WESSENDORFF MIDDLE SCHOOL MASCOT

RECOMMENDATION

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

IMPACT/RATIONALE

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
Resolution

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

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

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

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

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

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

Adopted this 14th day of June 2016.

__________________________
James Steenbergen, President

__________________________
Kay Danziger, Secretary
CONSIDER ADOPTION OF THE CARL BRISCOE BENTLEY ELEMENTARY SCHOOL MASCOT AND SCHOOL COLORS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
# MASCOT /COLOR OPTION BALLOT TOTALS

<table>
<thead>
<tr>
<th>VOTES</th>
<th>BLUE/GOLD</th>
<th>GREEN/WHITE</th>
<th>MAROON/BLACK</th>
<th>RED/BLUE</th>
<th>ORANGE/BLACK</th>
<th>NO VOTE</th>
<th>BRONCOS</th>
<th>BEARS</th>
<th>BULLS</th>
<th>BLAZERS</th>
<th>STARS</th>
<th>NO VOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARENT VOTES</td>
<td>57</td>
<td>4</td>
<td>12</td>
<td>26</td>
<td>8</td>
<td>0</td>
<td>39</td>
<td>12</td>
<td>10</td>
<td>40</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>HUGGINS VOTES</td>
<td>7</td>
<td>0</td>
<td>2</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>7</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>HUBENAK VOTES</td>
<td>177</td>
<td>15</td>
<td>46</td>
<td>133</td>
<td>38</td>
<td>2</td>
<td>115</td>
<td>23</td>
<td>90</td>
<td>139</td>
<td>38</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td>241</td>
<td>19</td>
<td>60</td>
<td>165</td>
<td>47</td>
<td>2</td>
<td>161</td>
<td>39</td>
<td>101</td>
<td>179</td>
<td>47</td>
<td>7</td>
</tr>
</tbody>
</table>
CONSIDER APPROVAL TO SUBMIT APPLICATION FOR MISSED SCHOOL DAYS WAIVER DUE TO FLOODING

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

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

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of May 2016 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:

Dr. Thomas Randle
Superintendent
SCHEDULE OF MAY 2016 DISBURSEMENTS

IMPACT/RATIONALE:

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

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

PROGRAM DESCRIPTION:

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

Submitted by,

Michele Reynolds,
Director of Finance

Recommended for approval:

Dr. Thomas Randle
Superintendent
### LAMAR CONSOLIDATED I.S.D.  
### GENERAL FUND  
#### YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
#### (BUDGET AND ACTUAL)  
#### AS OF MAY 31, 2016

<table>
<thead>
<tr>
<th>CASH RECEIPTS</th>
<th>AMENDED BUDGET</th>
<th>ACTUAL</th>
<th>BUDGET VARIANCE</th>
<th>PERCENT ACTUAL/ BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>5700-LOCAL REVENUES</td>
<td>136,441,062.00</td>
<td>136,066,363.00</td>
<td>(374,699.00)</td>
<td>99.7%</td>
</tr>
<tr>
<td>5800-STATE PROGRAM REVENUES</td>
<td>96,167,598.00</td>
<td>59,009,484.00</td>
<td>(37,158,114.00)</td>
<td>61.4%</td>
</tr>
<tr>
<td>5900-FEDERAL PROGRAM REVENUES</td>
<td>1,745,000.00</td>
<td>1,678,122.00</td>
<td>(66,878.00)</td>
<td>96.2%</td>
</tr>
<tr>
<td>7900- OTHER RESOURCES</td>
<td>-</td>
<td>719,593.00</td>
<td></td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>TOTAL- REVENUES</strong></td>
<td><strong>234,353,660.00</strong></td>
<td><strong>197,473,562.00</strong></td>
<td><strong>(36,880,098.00)</strong></td>
<td><strong>84.3%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6100-PAYROLL COSTS</td>
<td>196,142,053.00</td>
<td>139,152,813.00</td>
<td>56,989,240.00</td>
<td>70.9%</td>
</tr>
<tr>
<td>6200-PROFESSIONAL/CONTRACTED SVCS.</td>
<td>21,928,763.00</td>
<td>12,666,587.00</td>
<td>9,262,176.00</td>
<td>57.8%</td>
</tr>
<tr>
<td>6300-SUPPLIES AND MATERIALS</td>
<td>13,748,164.00</td>
<td>6,751,769.00</td>
<td>6,996,395.00</td>
<td>49.1%</td>
</tr>
<tr>
<td>6400-OTHER OPERATING EXPENDITURES</td>
<td>4,438,955.00</td>
<td>2,728,033.00</td>
<td>1,710,922.00</td>
<td>61.5%</td>
</tr>
<tr>
<td>6600-CAPITAL OUTLAY</td>
<td>3,805,264.00</td>
<td>1,786,712.00</td>
<td>2,018,552.00</td>
<td>47.0%</td>
</tr>
<tr>
<td><strong>TOTAL-EXPENDITURES</strong></td>
<td><strong>240,063,199.00</strong></td>
<td><strong>163,085,914.00</strong></td>
<td><strong>76,977,285.00</strong></td>
<td><strong>67.9%</strong></td>
</tr>
</tbody>
</table>
### ACCOUNT NAME

<table>
<thead>
<tr>
<th>BEGINNING BALANCE</th>
<th>TOTAL DEPOSIT</th>
<th>TOTAL WITHDRAWAL</th>
<th>TOTAL INTEREST</th>
<th>MONTH END BALANCE</th>
</tr>
</thead>
</table>

**TexPool accounts are as follows:**

- **Food Service**: 3,713,816.81
- **General Account**: 92,093,142.98
- **Capital Projects Series 2004**: 3,713,188.79
- **Health Insurance**: 1,103,200.12
- **Workmen's Comp**: 529,611.66
- **Property Tax**: 12,431,604.42
- **Vesting Contract Sponsor**: 476,063.64
- **Deferred Compensation**: 2.55
- **Debt Service Series 2005**: 1,609,736.49
- **Capital Projects Series 2005**: 242,668.01
- **Student Activity Funds**: 46,934.87
- **Taylor Ray Donation Account**: 5,086.17
- **Capital Projects Series 2007**: 209,416.17
- **Common Threads Donation**: 53,310.75
- **Debt Service Series 2008**: 8,907.42
- **Capital Projects 2012A**: 2,986,849.68
- **Debt Service 2012A**: 1,493,344.15
- **Debt Service 2012B**: 236,990.54
- **Capital Projects 2014B**: 396,85
- **Debt Service 2014A**: 2,639,293.05
- **Debt Service 2014B**: 1,086,146.61
- **Debt Service 2013A**: 485,393.27
- **Debt Service 2015**: 2,460,718.15
- **Capital Projects 2015**: 15,342,806.91
- **Debt Service 2016A**: 249,597.03

- **Lone Star Investment Pool Government Oversight Fund**
  - **Capital Projects Fund**: 5,028.42
  - **Workers' Comp**: 721,935.79
  - **Property Tax Fund**: 32,207.74
  - **General Fund**: 2,591,750.83
  - **Food Service Fund**: 90,626.53
  - **Debt Service Series 1996**: 0.01
  - **Capital Projects Series 1998**: 701.68
  - **Debt Service Series 1985**: 0.04
  - **Debt Service Series 1999**: 2.43
  - **Capital Projects Series 1999**: 0.01
  - **Capital Projects Series 2000**: 386.64
  - **Capital Projects Series 2008**: 0.31
  - **Capital Projects 2012A**: 42.95
  - **Capital Projects 2014A**: 820,583.30
  - **Capital Projects 2014B**: 17.04
  - **Capital Projects 2015**: 26,664,948.77
  - **Debt Service Series 2015**: 1,887,869.69

- **MBIA Texas Class Fund**
  - **General Account**: 15,395,174.56
  - **Capital Projects Series 1998**: 907.36
  - **Capital Projects Series 2007**: 1.00
  - **Debt Service Series 2007**: 1.00
  - **Capital Projects Series 2012A**: 11,082,582.63
  - **Capital Projects 2015**: 14,598,957.41
  - **Capital Projects 2015**: 945,029.31

- **TEXSTAR**
  - **Capital Projects Series 2007**: 743.84
  - **Debt Service Series 2008**: 1.38
  - **Capital Projects Series 2008**: 1,370,100.53
  - **Debt Service Series 2012A**: 40.45
  - **Debt Service Series 2012B**: 1,704.99
  - **Capital Projects Series 2012A**: 12.21
  - **Debt Service 2013**: 4,516.91
  - **Capital Projects 2014A**: 139.54
  - **Capital Projects 2014B**: 188,048.81
  - **Debt Service 2015**: 3,304,083.69
  - **Capital Projects 2015**: 50,794,488.75

- **TEXAS TERM/DAILY Fund**
  - **Capital Projects Series 2007**: 1,006,757.48
  - **Capital Projects Series 2008**: 140.99
  - **Capital Projects Series 2012A**: 464,812.05
  - **Capital Projects Series 2014A**: 11,293,303.34
  - **Capital Projects Series 2014B**: 8,657,641.67
  - **Debt Service 2015**: 1,888,758.61
  - **Capital Projects 2015**: 29,177,833.42

**ACCOUNT TYPE**

<table>
<thead>
<tr>
<th>ACCOUNT NAME</th>
<th>AVG. RATE OF RETURN</th>
<th>CURRENT MONTH EARNINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TexPool Account Interest</td>
<td>0.34</td>
<td>$38,323.34</td>
</tr>
<tr>
<td>Lone Star Account Interest</td>
<td>0.33</td>
<td>$9,224.30</td>
</tr>
<tr>
<td>MBIA Texas Class Account Interest</td>
<td>0.59</td>
<td>$21,116.99</td>
</tr>
<tr>
<td>Texstar Account Interest</td>
<td>0.37</td>
<td>$17,318.67</td>
</tr>
<tr>
<td>Texas Term/Daily Account Interest</td>
<td>0.43</td>
<td>$18,647.61</td>
</tr>
</tbody>
</table>

**Total Current Month Earnings**: $104,630.91

**Earnings 9-01-15 thru 4-30-16**: $557,175.49

**Total Current School Year Earnings**: $661,806.40
CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199-36</td>
<td>Co-curricular/Extra-curricular Activities</td>
<td>(275.00)</td>
</tr>
<tr>
<td>199-13</td>
<td>Instructional Staff Development</td>
<td>275.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199-52</td>
<td>Security &amp; Monitoring Services</td>
<td>(1,239.00)</td>
</tr>
<tr>
<td>199-36</td>
<td>Co-curricular/Extra-curricular Activities</td>
<td>1,239.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199-11</td>
<td>Classroom Instruction</td>
<td>(15,000.00)</td>
</tr>
<tr>
<td>199-13</td>
<td>Instructional Staff Development</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199-31</td>
<td>Guidance and Counseling</td>
<td>(6,043.00)</td>
</tr>
<tr>
<td>199-11</td>
<td>Classroom Instruction</td>
<td>6,043.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199-11</td>
<td>Classroom Instruction</td>
<td>(26,000.00)</td>
</tr>
<tr>
<td>199-52</td>
<td>Security &amp; Monitoring Services</td>
<td>(14,000.00)</td>
</tr>
<tr>
<td>199-53</td>
<td>Data Processing Services</td>
<td>40,000.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199-23</td>
<td>School Leadership</td>
<td>(1,456.00)</td>
</tr>
<tr>
<td>199-31</td>
<td>Guidance and Counseling</td>
<td>(3,765.00)</td>
</tr>
<tr>
<td>199-51</td>
<td>Plant Maintenance &amp; Operations</td>
<td>5,221.00</td>
</tr>
</tbody>
</table>
CONSIDER APPROVAL OF PURCHASE OF AQUAPONICS, HYDROPONICS, AND AEROPONICS EQUIPMENT, SUPPLIES AND RELATED ITEMS

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

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

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

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

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

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
RFP #21-2016LN
AQUAPONICS, HYDROPONICS, & AEROPONICS EQUIPMENT, SUPPLIES
AND RELATED ITEMS

1. Growers Supply (Engineering Services & Products Co.)
2. Hydroponic Nation
3. Juice Plus Company
4. Natural Order Supply
5. Sivat Services
6. Stuppy Inc
CONSIDER APPROVAL OF PURCHASE OF CHARTER BUS SERVICES

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
RFP #023-2016LN
Charter Bus Services

1. A Ambassador Limousine and Transportation Inc.
2. GBJ Inc. dba AFC Transportation
3. Corporate Service International Corp.
4. Kerrville Bus Lines/Coach USA
5. Sam’s Limousine and Transportation, Inc.
6. Sierra Stage Coaches, Inc.
7. TOUR-RIFIC of TEXAS, Inc.
8. Western Motorcoach, Inc.
CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT WITH 
REGION 4 EDUCATIONAL SERVICE CENTER FOR FACILITIES MAINTENANCE 
AND OPERATION ADMINISTRATIVE MANAGEMENT SERVICES

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:

Dr. Thomas Randle
Superintendent
INTERLOCAL AGREEMENT

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

FOR
FACILITIES MAINTENANCE & OPERATION ADMINISTRATIVE MANAGEMENT SERVICES

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

PREMISES

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

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

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

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

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

AGREEMENT

I. Purpose

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

A. Term

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

B. Termination

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

III. Duties and Responsibilities

A. Region 4 ESC

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

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

2. One professional “Assistant Director of Maintenance and Operations” responsible for:
   a. Performing M&O coordination functions as directed by the Director of M&O
   b. Creating, submitting, tracking, and documenting completion/non-completion of all construction and renovation Warranty Adjustments for the district.
   c. Assisting with reviewing and prioritizing daily work requests as needed
d. Performing all other duties as assigned by the Region 4 Director of Maintenance & Operations

3. Provide professional maintenance, operations, and design/construction sustainability commissioning consulting support as needed and requested.

4. Providing assistance, when requested by LCISD’s Administrator of Operations, to the District’s current and future “Capital Improvement Bond Construction Programs” and coordinate/facilitate all design phase plan reviews with district M&O trade specialist representing the district’s M&O interest

5. Work with the purchasing department to produce quality Requests For Proposals (RFP) that will provide quality service, materials, and supplies needed by the maintenance and operations department

6. Assist in the review of construction documents and plans for new construction and renovation projects and provide feedback and recommendations from a maintenance and operations viewpoint.

7. Study, evaluate, and provide recommendations for the use of department FTE’s to prepare the department for future growth.

8. Attend construction/renovation design and review meetings as a liaison for the Maintenance and Operations Department.

9. Assist in coordinating the owner training required to be provided by the general contractor for maintenance and operations functions at the end of each project.

10. Provide contract administration for the contracts held by the maintenance and operations department.

11. Provide environmental training in the areas of asbestos and hazardous communications as needed

B. Lamar CISD Duties and Responsibilities

Pursuant to this Agreement, LCISD will provide the following:

1. Office space, storage space, and facilities including administrative equipment, computers, supplies, and utilities for Region 4 ESC management functions on District premises

2. Support staff assistance

3. District vehicle for in-district travel only

4. District communication equipment and/or devices for in-district use only

5. Quarterly performance evaluation and review of this agreement’s status and progress

IV. Fees and Expenses

1. The annual fee for Region 4 ESC’s services is Two Hundred Fifteen Thousand and Four Dollars ($215,004.00).

2. Payment will be billed to LCISD based on a monthly draw schedule in equal payments of Seventeen Thousand Nine Hundred Seventeen Dollars ($17,917) per month for the duration of this agreement.

3. LCISD will reimburse Region 4 ESC for, district approved, travel and lodging expenses (actual) for out-of-district functions attended by the Director and Assistant Director of Maintenance and Operations.

4. Future increases will be determined by the previous year’s Consumer Price Index (CPI) and agreed upon by both parties.
V. Miscellaneous Provisions

A. Liability

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

B. Immunity as a Defense

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

C. Notices

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

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

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

D. Relationship

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

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

F. Assignment

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

G. Severability

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

H. Agreement

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

I. Warranty

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

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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

_____________________________________
Signature

_____________________________________
Name

_____________________________________
Title

_____________________________________
Date

**REGION 4 EDUCATION SERVICE CENTER:**

_____________________________________
Signature

_____________________________________
Name

_____________________________________
Title

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

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

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

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling $50,000 or more. Additionally, the Texas Government Code 2269 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the replacement chillers and Huggins Elementary driveway improvements.

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

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

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
EVALUATION CRITERIA FOR CONSTRUCTION PROPOSALS
REVISED APRIL 2016

Proposals shall be evaluated using the evaluation criteria listed below.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Point System</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Purchase price</strong> – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.</td>
<td>20</td>
</tr>
<tr>
<td><strong>2. Reputations of the vendor and of the vendor’s goods or services</strong> – Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.</td>
<td>15</td>
</tr>
<tr>
<td><strong>3. Quality of the vendor’s goods or services</strong> – Overall assessment of vendor’s services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.</td>
<td>10</td>
</tr>
<tr>
<td><strong>4. Extent to which the goods or services meet the district’s needs</strong> – Assessment of Submitted Project Plan and Schedules</td>
<td>15</td>
</tr>
<tr>
<td><strong>5. Vendor’s past relationship with the district</strong></td>
<td>5</td>
</tr>
</tbody>
</table>
| 5- Good business with Lamar CISD, staff recommends use again  
3- Good business with no documented issue OR never performed business with Lamar CISD but has experience with other school districts or government entities.  
1- Past performance was documented as being poor. |               |
| **6. Proposed Team offers experience and knowledge base to the project** | 15           |
| • Resume submission of team  
• Organizational chart of team working on Lamar CISD project |               |
| **7. Ability to service our accounts with proper staff and insurance requirements** – Provide proof of proper insurance as defined in this proposal including the percentage of bonding coverage with the inclusion of this contract. | 10           |
| **8. Safety Record** | 10           |
| Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below.  
8 - EMR of .50 or less  
6 - EMR 0.51-0.85  
4 - EMR 0.86-0.99  
2 - EMR greater than 1.0 |               |
| 2 additional points awarded when vendor submits an electronic or paper copy of their company safety program or handbook. |               |
| **9. TOTAL** | 100 POINTS |
CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE BAND HALL EXPANSION AT LAMAR CONSOLIDATED HIGH SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

\[\text{Dr. Thomas Randle} \]
Superintendent
June 3, 2016

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

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

Dear Mr. McKeever:

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

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

**Scope of Work**

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

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

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.
The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect’s requirements and scheduling.

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

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

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

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

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.

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

LLT/lao

Attachment

Accepted - Title

Date
Exhibit “A”

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

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

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

ENGINEERING, SURVEYING, AND DRAFTING

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 175.00</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$ 110.00</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Sr. Designer</td>
<td>$  90.00</td>
</tr>
<tr>
<td>Designer</td>
<td>$  80.00</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$  70.00</td>
</tr>
<tr>
<td>Contract Coordinator</td>
<td>$  65.00</td>
</tr>
<tr>
<td>Secretarial</td>
<td>$  60.00</td>
</tr>
<tr>
<td>Field Party (2 Men)</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>Field Party (3 Men)</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Field Party (4 Men)</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Construction Observation</td>
<td>$ 750.00</td>
</tr>
</tbody>
</table>

ADDITIONAL EXPENSES

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

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

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

Rates Subject to Change 06/13
CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR THE BAND HALL EXPANSION AT TERRY HIGH SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

\[\text{Signature}\]

Dr. Thomas Randle
Superintendent
June 3, 2016

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

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

Dear Mr. McKeever:

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

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

**Scope of Work**

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

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

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

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.
Mr. Kevin McKeever  
Lamar C.I.S.D.  
June 3, 2016  
Page Two (2)  

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

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

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

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

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

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.

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

LLT/lao  

Attachment  

Accepted - Title  

Date  

59
Exhibit “A”

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

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

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

ENGINEERING, SURVEYING, AND DRAFTING

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$175.00/Hour</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$150.00/Hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$145.00/Hour</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$140.00/Hour</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$110.00/Hour</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>$90.00/Hour</td>
</tr>
<tr>
<td>Sr. Designer</td>
<td>$90.00/Hour</td>
</tr>
<tr>
<td>Designer</td>
<td>$80.00/Hour</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$70.00/Hour</td>
</tr>
<tr>
<td>Contract Coordinator</td>
<td>$65.00/Hour</td>
</tr>
<tr>
<td>Secretarial</td>
<td>$60.00/Hour</td>
</tr>
<tr>
<td>Field Party (2 Men)</td>
<td>$120.00/Hour</td>
</tr>
<tr>
<td>Field Party (3 Men)</td>
<td>$140.00/Hour</td>
</tr>
<tr>
<td>Field Party (4 Men)</td>
<td>$150.00/Hour</td>
</tr>
<tr>
<td>Construction Observation</td>
<td>$750.00/Day</td>
</tr>
</tbody>
</table>

ADDITIONAL EXPENSES

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

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

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

Rates Subject to Change 06/13
CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE 
BAND HALL EXPANSION AT LAMAR CONSOLIDATED HIGH SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Dr. Thomas Randle 
Superintendent
May 24, 2016

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

Attn: Mr. Kevin McKeever
Administrative Operations

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

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site location</td>
<td>The project site is within the existing Lamar Consolidated High School (HS) campus located at 4606 Mustang Avenue in Rosenberg, Texas.</td>
</tr>
<tr>
<td>Existing conditions</td>
<td>The project site is located at the northeast corner of the existing building and adjacent to the existing band hall. The site appears to be covered with asphaltic concrete pavement at the time of this proposal.</td>
</tr>
<tr>
<td>Proposed improvements</td>
<td>A single-story band hall addition located adjacent to the eastern or northern side of the existing building with a footprint area of about 1,500 square feet.</td>
</tr>
<tr>
<td>Building construction (assumed)</td>
<td>Steel-frame construction with a grade-supported floor slab.</td>
</tr>
<tr>
<td>Planned foundation system (assumed)</td>
<td>Drilled-and-underreamed footings.</td>
</tr>
<tr>
<td>Finished floor elevation (assumed)</td>
<td>Within about one to two feet above existing grade and match the finished floor elevation of the existing building.</td>
</tr>
</tbody>
</table>
Cost Estimate for Geotechnical Engineering Services
Lamar Consolidated High School - Band Hall Additions ▪ Rosenberg, Texas
May 24, 2016 ▪ Terracon Proposal No. P92165313
Page 2

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Continued from page 1.</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Maximum structural loads (assumed) | - Column loads: 100 to 150 kips.  
   - Floor slab pressure: 125 pounds per square foot. |

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

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

2.0 SCOPE OF SERVICES

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

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

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

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

We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.
Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

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

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

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

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

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

### 3.0 COMPENSATION

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

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

4.0 AUTHORIZATION

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

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

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

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

Sincerely,

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

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

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

Attachment: Agreement for Services

Responsive ■ Resourceful ■ Reliable
AGREEMENT FOR SERVICES

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

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi), bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will enter a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement for the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. If Client may request changes to the scope of Services by altering or adding to the Services to be done, if Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Consultant shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Consultant shall be paid compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Consultant shall notify Consultant in writing, at the address below, within 10 days of the date of the invoice if anything to any portion of the charges to the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed six months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREED TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under the comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii)
commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.L. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which time Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform the Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Consultant's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristics of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and procedures.

16. Utilities. Consultant shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

---

Consultant: Terracon Consultants, Inc. 

By: ___________________________ Date: 5/24/2016 

Name/Title: Andrew J Muras / Project Engineer 

Address: 11555 Clay Rd Ste 100 

Houston, TX 77043-1239 

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

Email: Andrew.Muras@teracon.com

---

Lamar Consolidated Independent School District 

By: ___________________________ Date: 

Name/Title: 

Address: 

Phone: Fax: 

Email: 

Reference Number: P92165313 

Page 2 of 2
CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
BAND HALL EXPANSION AT TERRY HIGH SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

[Signature]

Dr. Thomas Randle
Superintendent
May 25, 2016

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

Attn: Mr. Kevin McKeever
Administrator of Operations

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

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site location</td>
<td>The project site is within the existing B F Terry High School (HS) campus located at 5500 Avenue North in Rosenberg, Texas.</td>
</tr>
<tr>
<td>Existing conditions</td>
<td>Based on available aerial photographs, the project site is covered with grass and weeds and located on the southeast side of the existing building and adjacent to the existing band hall portion of the building. The site is adjacent to an existing one to 2-story building and associated pavements at the time of this proposal.</td>
</tr>
<tr>
<td>Proposed improvements</td>
<td>A single-story band hall addition with a footprint area of about 1,500 square feet located on the southeastern side of the existing building.</td>
</tr>
<tr>
<td>Building construction (assumed)</td>
<td>Steel-frame construction with a grade-supported floor slab.</td>
</tr>
<tr>
<td>Planned foundation system (assumed)</td>
<td>Drilled-and-underreamed footings.</td>
</tr>
<tr>
<td>Finished floor elevation (assumed)</td>
<td>Within about one to two feet above existing grade and match the finished floor elevation of the existing building.</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td><strong>Maximum structural loads (assumed)</strong></td>
<td>• Column loads: 100 to 150 kips.</td>
</tr>
<tr>
<td></td>
<td>• Floor slab pressure: 125 pounds per square foot.</td>
</tr>
</tbody>
</table>

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

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

### 2.0 SCOPE OF SERVICES

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

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

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

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

We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.
Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

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

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

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

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

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

### 3.0 COMPENSATION

For the scope of services outlined in this proposal, which includes a total drilled footage of 40 feet, we estimate a cost of $2,500. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment to access the proposed boring location, we estimate an additional cost of $250. The total cost for our scope of services would then be $2,750. The cost of our services will not exceed these amounts without prior approval of the client. In addition, we understand the field program for this scope is planned to be performed on the same day as the field program associated with Terracon Proposal No. P92165314.Revision1, dated May 25, 2016.
Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of $130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

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

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

Agreement for Services. We have included a copy of our "Supplement to Agreement for Services." If you agree to the conditions set forth in this proposal, please sign and return a copy of the accompanying Supplement to Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this proposal, please feel free to contact us.
Cost Estimate for Geotechnical Engineering Services
B F Terry High School - Band Hall Addition  Rosenberg, Texas
May 25, 2016  Terracon Proposal No. P92165322
Page 5

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

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

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

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

Attachment: Supplement to Agreement for Services

Responsive  Resourceful  Reliable
SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO

SCOPE OF SERVICES AND FEES

This SUPPLEMENT to AGREEMENT FOR SERVICES to the original Agreement for Services (original Agreement dated 05/25/2016, Agreement reference number P92165314, Revision1) is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

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

   Geotechnical Engineering Services

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


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

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

Client:
By:
Name/Title:
Address:
Phone:
Email:

Lamar Consolidated Independent School District
Date: __________

References:

Page 1 of 1

Rev. 8-12
CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
May 25, 2016

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

Attn: Mr. Kevin McKeever
Administrator of Operations

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

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site location</td>
<td>The project site is within the existing B F Terry High School (HS) campus located at 5500 Avenue North in Rosenberg, Texas.</td>
</tr>
<tr>
<td>Existing conditions</td>
<td>Based on available aerial photographs, the project site is located on the southwestern portion of the school campus. The site includes a ticket booth, fences, bleachers, light poles, grass, scattered trees, and asphaltic concrete at the time of this proposal.</td>
</tr>
<tr>
<td>Proposed improvements</td>
<td>■ New ticket booth, concession booth, and restroom building located in the southern portion of the existing baseball and softball complex.</td>
</tr>
<tr>
<td></td>
<td>■ New light poles surrounding the baseball and softball field area.</td>
</tr>
<tr>
<td>Building construction (assumed)</td>
<td>Steel-frame construction with a grade-supported floor slab.</td>
</tr>
</tbody>
</table>
In addition, a site plan showing the layout and footprint of the proposed new ticket booth, concession booth, and restroom building were not available at the time of this proposal. Once this information becomes available, Terracon should be provided with a copy of the site plan to review the appropriateness of our scope of services.

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

2.0 SCOPE OF SERVICES

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

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

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

The drilling services for this project will be performed by a drilling subcontractor or Terracon’s in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling and plugged at the surface with a concrete cylinder (where applicable).
We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

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

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

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

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

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

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

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

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

4.0 AUTHORIZATION

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

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

Agreement for Services. We have included a copy of our “Agreement for Services.” If you agree to the conditions set forth in this proposal, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this proposal, please feel free to contact us.
Cost Estimate for Geotechnical Engineering Services
B F Terry HS - Baseball and Softball Field Improvements ▪ Rosenberg, Texas
May 25, 2016 ▪ Terracon Proposal No. P92165314.Revision1
Page 5

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

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

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

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

Attachment: Agreement for Services
AGREEMENT FOR SERVICES

This AGREEMENT is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the B F Terry HS - Baseball and Softball Field Improvements project ("Project"), as described in the Project Information section of Consultant’s Proposal dated 05/25/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant’s services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on Subcontractors’ behalf. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Consultant may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Consultant shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Consultant shall be compensated for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Consultant will apply sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Consultant shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, Consultant was not previously notified by Client, Consultant agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Consultant also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited period not to exceed three (3) months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant’s reliance agreement and Consultant receives the agreed-upon reliance fee.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery shall be brought to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPLIED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant’s employees who are engaged in the Services, and employer’s liability insurance ($1,000,000); (ii)
commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.L. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality or completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall be furnished or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services contain substances hazardous to health, safety, or the environment, or if equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for investigation and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Consultant's contractors, subcontractors, or other parties present at the site.

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

Client: Lamar Consolidated Independent School District
By: [Signature]
Date: 
Name/Title: 
Address: 
Phone: 
Fax: 
Email: 

Reference Number: P92165314.Revision1
CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR THE TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

[Signature]
Dr. Thomas Randle
Superintendent
May 23, 2016

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

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

Dear Mr. McKeever:

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

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

Scope of Work

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

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

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

The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect’s requirements and scheduling.
Mr. Kevin McKeever  
Lamar C.I.S.D.  
May 23, 2016  
Page Two (2)

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

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

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

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

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.

[Signature]

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

LLT/lao  
Attachment


Accepted - Title                                Date
Exhibit “A”

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

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

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

ENGINEERING, SURVEYING, AND DRAFTING

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$175.00</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$145.00</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$140.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$110.00</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>$90.00</td>
</tr>
<tr>
<td>Sr. Designer</td>
<td>$90.00</td>
</tr>
<tr>
<td>Designer</td>
<td>$80.00</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$70.00</td>
</tr>
<tr>
<td>Contract Coordinator</td>
<td>$65.00</td>
</tr>
<tr>
<td>Secretarial</td>
<td>$60.00</td>
</tr>
<tr>
<td>Field Party (2 Men)</td>
<td>$120.00</td>
</tr>
<tr>
<td>Field Party (3 Men)</td>
<td>$140.00</td>
</tr>
<tr>
<td>Field Party (4 Men)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Construction Observation</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

ADDITIONAL EXPENSES

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

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

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

Rates Subject to Change
CONSIDER APPROVAL OF EXTERIOR CAULKING REPAIRS
FOR PINK ELEMENTARY SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
Proposal & Form 1295 for Pink Elementary

M. Dumas Painting <dumasmt@gmail.com>

Wed 5/25/2016 2:41 PM

To: Dustin Fredrickson <dustin.fredrickson@vanir-ricegardner.com>;
Cc: Robbie Hausler - Vanir <robbie.hausler@vanir-ricegardner.com>;

1 attachment
Certificate of Interested Parties.pdf;

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

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

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

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

Cost: $12,123.00
no sales tax included-tax exempt

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

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

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

Cost: $39,445.00
no sales tax included-tax exempt

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

https://mail.ems-1.net/owa/

5/26/2016
CONSIDER APPROVAL OF ROOF REPAIRS
FOR PINK ELEMENTARY SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
Date: JUNE 7, 2016

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

PROPOSAL/CONTRACT 16-438

Project: PINK ELEMENTARY SCHOOL

Location:

Architect:

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

SCOPE OF WORK

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

PROPOSAL AMOUNT: $ 750.00

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

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

ACCEPTED:

RESTORATION SERVICES, INC.
By. ____________________________
Don Wisnoskie
Date June 7, 2016

For. ____________________________
By. ____________________________
Date ____________________________
CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT FOR THE FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO.6

RECOMMENDATION:

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

IMPACT RATIONALE:

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

PROGRAM DESCRIPTION:

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

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:

Dr. Thomas Randle
Superintendent
TEMPORARY CONSTRUCTION EASEMENT
(0.408 Acre)

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

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL BY THESE PRESENTS:

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

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

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

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

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

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

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Temporary Construction Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress,
egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Temporary Construction Easement, right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

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

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

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

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

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

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

[Signature pages follow this page]
EXECUTED this the _____ day of ____________________, 2016.

GRANTOR:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF TEXAS

§
§

COUNTY OF _____________________ §

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

____________________________________
Notary Public, State of Texas

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

GRANTEE:

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6

By: ______________________________
Name: ______________________________
Title: ______________________________

ATTEST:

By: ______________________________
Name: ______________________________
Title: ______________________________

THE STATE OF TEXAS §
COUNTY OF _____________________ §

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

______________________________
Notary Public, State of Texas

(PLACE NOTARY SEAL ABOVE)
Attachment:
Exhibit A – Description and Sketch of Temporary Construction Easement Tract

AFTER RECORDING, please return to:
Jeanette Harris
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
FIELD NOTES FOR 0.408 ACRES

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

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

1. Thence, with said south R.O.W. line, South 67 degrees 25 minutes 05 seconds East, a distance of 15.00 feet;

2. Thence, with a line 15-feet east of and parallel to the west line of said 15.00 acre tract, South 22 degrees 21 minutes 01 seconds West, a distance of 1,180.52 feet to the south line of said 15.00 acre tract;

3. Thence, with said south line, South 87 degrees 47 minutes 35 seconds West, a distance of 16.49 feet to the southwest corner of said 15.00 acre tract;

4. Thence, with the west line of said 15.00 acre tract, North 22 degrees 21 minutes 01 seconds East, a distance of 1,187.43 feet to the Point of Beginning and containing 0.408 acres of land.
0.408 ACRES

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

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

EXHIBIT A
CONSIDER APPROVAL OF HVAC CONTROLS UPGRADE

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:
Dr. Thomas Randle
Superintendent
JOHNSON CONTROLS METASYS 7.X UPGRADE

I  PHYSICAL SERVER UPGRADE:

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

Exclusion/Clarifications:

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

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

**Smith Elementary** - Controls installed and wired per the following:
- Check network for devices offline.
- Replace existing NAE controller with new NAE controller with Metasys 7.x software installed.
- Convert databases
- Check network for status

**Lamar Consolidated High School** - Controls installed and wired per the following:
- Check network for devices offline
- Replace (1) existing NAE controller with new NAE controller with Metasys 7.x software installed.
- Convert databases
- Check network for status

III  JOHNSON CONTROLS METASYS 7.X SOFTWARE UPGRADES:

**Terry High School Field House & Natatorium**
- Check network for devices offline
- Upgrade software on NAE’s from Metasys 4.1 to Metasys 7.x
- Convert databases
- Check network for status

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

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

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

**Meyer Elementary School**
- Check network for devices offline
- Upgrade software on NAE’s from Metasys 4.1 to Metasys 7.x
- Convert databases
- Check network for status

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

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

**Alternative Learning Center**
- Check network for devices offline
- Upgrade software on NAE & NCE from Metasys 6.5 to Metasys 7.x
- Convert databases
- Check network for status
PRICING:
All pricing does not including any taxes, fees or storage. Price is valid for 30 days after quotation.

NOC Server Software Upgrade ........................................ $ 24,000.00
Lamar Consolidated High School.................................$ 21,000.00
Smith Elementary.............................................................$ 9,000.00
Terry High School, Field House & Natatorium ..............$ 5,500.00
Beasley Elementary.........................................................$ 3,000.00
Huggins Elementary..........................................................$ 5,500.00
Long Elementary Building #1 .........................................$ 5,500.00
Meyer Elementary.............................................................$ 5,500.00
Travis Elementary.............................................................$ 3,000.00
Williams Elementary.........................................................$ 5,500.00
Alternative Learning Center .............................................$ 3,000.00

PROJECT SUBTOTAL (INCLUDING 2% TIPS FEE) .................... $ 92,310.00

Thank you for the opportunity to be of service.

Respectfully,

HVAC Systems
Johnson Controls, Inc.

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

__________________________  ____________________________
Company Name  Company Name

__________________________  ____________________________
Signature  Signature

Name: ______________________________  Name: ______________________________
Title: ______________________________  Title: ______________________________
Date: ______________________________  Date: ______________________________
1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect. Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion of the work.

7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.
(1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions and all other terms by returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or by Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, require a deposit or any other security against any delayed payment prior to release of any product or equipment. Buyer shall be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, loss of anticipated sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(4) PAYMENT. All payments are made by means of a confirmed irrevocable letter of credit. Accepted orders may by cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer’s warranty, Seller will transfer the benefits of that manufacturer’s warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use by Buyer; (iii) absence of routine care and maintenance; (iv) normal wear and tear; (v) improper operating conditions or mishandling; or (vi) the use of replacement parts or lubricants which do not meet or exceed Seller’s specifications, or (vi) if Seller’s serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer’s discovery of the defect or the time at which the Buyer should have discovered the defect, Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller’s sole obligation for defective services shall be to repair or replace defective parts or to properly redo defective services. All replaced equipment becomes Seller’s property. THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Buyer may request the return of the goods and tender to Buyer the purchase price therefor paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller’s instructions and at Seller’s expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller’s obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.

(8) PATENTS. Seller shall indemnify, defend, and hold Buyer harmless from and against any claims, suits, actions or proceedings (“Claims”) against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer’s use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller’s expense (except for Buyer’s employees’ time) to defend or settle any such Claim. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer contributes to any infringement activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer’s use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys’ fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller’s indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator’s award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government’s rights relating to the software are limited to those rights allowable to Buyer as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.702-1 for defense agencies.

(12) MISCELLANEOUS.

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expenses for or any changes or modifications in local code requirements which become effective after Seller has accepted Buyer’s ordered.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter how affixed to or incorporated into any structure or property. If Buyer applies for a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid in full to it. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest hereunder.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller’s Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: (i) a firm, dry, and reasonable access to Buyer’s premises; and (ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) COMPLIANCE WITH LAWS: Seller’s obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.
CONSIDER APPROVAL OF SIDEWALK REPAIRS
FOR PINK ELEMENTARY SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

[Signature]
Dr. Thomas Randle
Superintendent
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair cement on South side from front door area with (2) drains and having high trip hazards due shifting.</td>
<td>$17,250.00</td>
<td>1</td>
<td>$17,250.00</td>
</tr>
</tbody>
</table>

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

Please Print Name: ________________________________

Please Sign Name: ________________________________

Date: ________________________________
CONSIDER APPROVAL OF AUDIO VISUAL EQUIPMENT AND INSTALLATION SERVICES

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

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

PER TCPN R5114

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

We offer competitively priced extended warranties on much of the equipment we sell. Please contact your account executive for more details.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>COVID CSP14552212</td>
<td>29.95</td>
<td>1</td>
<td>29.95</td>
</tr>
<tr>
<td></td>
<td>(2) RCA AUDIO 12FT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>DGPMISCHDWR25</td>
<td>33.00</td>
<td>19</td>
<td>627.00</td>
</tr>
<tr>
<td></td>
<td>MISCELLANEOUS HARDWARE LOT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>DGPINSTALLLCIRPS</td>
<td>395.00</td>
<td>19</td>
<td>7505.00</td>
</tr>
<tr>
<td></td>
<td>LABOR - LAMAR CISD - GEORGE RANCH HS - REFRESH PHASE 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- LABOR INCLUDES 1 YEAR WARRANTY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- STANDARD MFG'S EQUIPMENT WARRANTY APPLIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- ELECTRIC TO BE PROVIDED BY DISSTRICT.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Thank You,

Adela Briner
Account Executive

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

Total 38376.10
RECOMMENDATION:
That the Board of Trustees approve Discovery Education Streaming from Region 11 ESC in the amount of $65,058.48 and authorize the Board President and Superintendent to execute the agreement.

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

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

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

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

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:

Dr. Thomas Randle
Superintendent
Lamar Consolidated ISD Contract Summary for

Discovery Education Streaming

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

Last Year Enrollment: 0

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

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

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

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

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

Discovery Education Streaming Plus Package

Discovery Health Connection

Discovery Science (K-8)

Total: $65,058.48

Contract Contact: David Jacobson, djacobson@lcisd.org, 832-223-0200

Contact Kayla Steiner at ksteiner@esc11.net with questions.
Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Lock Date</th>
<th>EnrollStart</th>
<th>EnrollEnd</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Board President or Designee ____________________________

Date Approved by Board of Trustees ____________________________

Signature of Superintendent or Designee ____________________________

Date ____________________________

Designated District Contact ____________________________

E-mail of District Contact ____________________________

Please fax or e-mail to:

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

For additional information, contact:
Dr. Clyde W. Steelman, Jr.
(817) 740-3630
clydes@esc11.net

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

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

PREMISES

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

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

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing 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

1. Term: This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.

2. Purpose: This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.

3. Relationship: The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.

4. Agreement and Interpretation: The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.

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

Local Government

Name of Local Government ____________________________

Address of Local Government ____________________________

Contact Name ____________________________ Phone Number ____________________________

Email Address ____________________________

Board President Signature ____________________________ Approval Date ____________________________

County/District # (if applicable) ____________________________

ESC Region 11
1451 S. Cherry Lane
White Settlement, Texas 76108
Attn: Dianna Casper

ESC Region 11 Executive Director Signature ____________________________

Date ____________________________
CONSIDER APPROVAL OF PURCHASE OF NETWORK SWITCHES

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
Choice Partners Contract # 13/068DG-28

Lamar CISD
Cisco Switch Quote

12 port 3850 with 12 - 10 Gig SFP+ ports

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco</td>
<td>WS-C3850-12XS-S</td>
<td>Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base</td>
<td>13500.00</td>
<td>7425.00</td>
<td>1</td>
<td>$7,425.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco</td>
<td>WS-C3850-48P-S</td>
<td>Cisco Catalyst 3850 48 Port PoE IP Base</td>
<td>13000.00</td>
<td>7150.00</td>
<td>3</td>
<td>$21,450.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco</td>
<td>WS-C2960X-48LPS-L</td>
<td>Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base</td>
<td>5595.00</td>
<td>3077.25</td>
<td>3</td>
<td>$9,231.75</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco</td>
<td>WS-C2960X-48LPD-L</td>
<td>Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base</td>
<td>6995.00</td>
<td>3847.25</td>
<td>3</td>
<td>$11,541.75</td>
</tr>
</tbody>
</table>

Total $49,648.50
CONSIDER APPROVAL OF PURCHASE OF INTERNET WEB FILTER

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Dr. Thomas Randle
Superintendent
Quotation

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

Quotation to: Lamar Consolidated ISD
3911 Avenue I
Rosenburg, TX 77471
United States

Accounts Payable
(832)223-0000

<table>
<thead>
<tr>
<th>Customer ID</th>
<th>Good Thru</th>
<th>Payment Terms</th>
<th>Sales Rep</th>
</tr>
</thead>
<tbody>
<tr>
<td>lamar</td>
<td>6/30/16</td>
<td>Net 30 Days</td>
<td>Kenneth C. Plunk</td>
</tr>
</tbody>
</table>

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

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

Subtotal | 110,228.00
Sales Tax | 
Freight | 
Total | 110,228.00
INFORMATION ITEM: 2015-2016 SCHOOL HEALTH ADVISORY COUNCIL

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

Past SHAC areas of focus:

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

Recommended 2016-2017 SHAC areas of focus include:

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

Resource Persons:  

- Dr. Melissa Long, Athletic Trainer, Foster High School  
- Mike Rice, Director of Athletics  
- Leslie Haack, Executive Director of Secondary Education
INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES

BACKGROUND INFORMATION:

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

<table>
<thead>
<tr>
<th>STANDING COMMITTEES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POLICY REVIEW COMMITTEE</strong></td>
</tr>
<tr>
<td>Tyson Harrell</td>
</tr>
<tr>
<td>Anna Gonzales</td>
</tr>
<tr>
<td>Melisa Roberts</td>
</tr>
<tr>
<td><strong>2015-16</strong></td>
</tr>
<tr>
<td>Tyson Harrell</td>
</tr>
<tr>
<td>Anna Gonzales</td>
</tr>
<tr>
<td>Melisa Roberts</td>
</tr>
</tbody>
</table>

| **FINANCIAL AUDIT COMMITTEE** |
| Anna Gonzales            |
| Tyson Harrell            |
| Kathryn Kaminski         |
| **2015-16**               |
| Anna Gonzales            |
| Tyson Harrell            |
| Kathryn Kaminski         |

| **FACILITIES COMMITTEE** |
| Kay Danziger             |
| Kathryn Kaminski         |
| James Steenbergen        |
| **2015-16**               |
| Kathryn Kaminski         |
| Kay Danziger             |
| James Steenbergen        |

| **ATTENDANCE BOUNDARY COMMITTEE** |
| Melisa Roberts            |
| Anna Gonzales             |
| Frank Torres              |
| **2015-16**                |
| Melisa Roberts            |
| Anna Gonzales             |
| Frank Torres              |

| **INFORMATION TECHNOLOGY COMMITTEE** |
| James Steenbergen         |
| Kay Danziger              |
| Melissa Roberts           |
| **2015-16**                |
| Kay Danziger              |
| Melissa Roberts           |
| James Steenbergen         |

| **POLICY AND PROCEDURES COMMITTEE** |
| James Steenbergen         |
| Kay Danziger              |
| Tyson Harrell             |
| **2015-16**                |
| James Steenbergen         |
| Kay Danziger              |
| Tyson Harrell             |

PROGRAM DESCRIPTION:

If board members have an interest in specific committees, please contact Mr. Steenbergen.
INFORMATION ITEM: BOARD POLICIES -- FIRST READING

The following local policies are attached for review:

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

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

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

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

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

- **INSTRUCTIONS** . . . providing specific, policy-by-policy directions on how this update, if accepted as prepared, should be incorporated into your Localized Policy Manual.

- **EXPLANATORY NOTES** . . . summarizing changes to the policies in each code. Please note that, where appropriate, the Explanatory Notes ask you to verify that a particular policy reflects your current practice and to advise us of changes needed so that our records and your manual accurately track the district’s practice.

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

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

- Board action on Localized Update 104 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 104, affecting (LOCAL) policies (see attached list of codes).” Policy On Line districts have access to a list of the (LOCAL) policies included in the update through the Local Manual Updates application in myTASB. Other districts may generate a list of the (LOCAL) policy codes added, revised, or deleted (and the titles/subtitles of those policies) using the Instruction Sheet as a guide and attach that list to the posting. BoardBook compilers should use “Policy Update 104, affecting (LOCAL) policies” as the agenda item and, as agenda subitems, the code and name of each of the (LOCAL) policies affected by the update.

- A suggested motion for board action on Localized Update 104 is as follows:
  
  “I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 104 [with the following changes:]”

- The board’s action on Localized Update 104 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded (LOCAL) policies.

- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the Administrator’s Guide to Policy Management available in the myTASB Policy Service Resource Library at https://www.tasb.org/Services/Policy-Service/myTASB/Guidance-for-Policy-Administrators.aspx.

Regarding manual maintenance and administrative regulations . . .

- Notify your policy consultant of any changes made by the board so that Policy Service records—forming the basis for subsequent updating recommendations—exactly mirror your manual.

- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. You will need to notify us of the board’s action on Update 104 so that your district’s Localized Policy Manual as it appears on TASB’s web server can be updated. Policy On Line staff may be reached by phone (800-580-7529 or 512-467-0222), by fax (512-467-3618, using the Update 104 Adoption Notification Form enclosed), by e-mail (pol-support@tasb.org), or through the Policy On Line Administrator Tools (https://www.tasb.org/apps/PolicyAdmin).

- Administrative procedures and documents—including formal (REGULATIONS), handbooks, and guides—that may be affected by Update 104 policy changes should be inspected and revised by the district as needed.

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

Entire localized update packet © 2016 Texas Association of School Boards, Inc. All rights reserved.
GENERAL EDUCATION  Consistent with TEA's *Student Attendance Accounting Handbook (SAAH)*, a student to be confined for a minimum of four weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the United States may be eligible for general education homebound services. The parent's request for services shall be made through the principal in accordance with TEA's SAAH and administrative procedures.

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

SPECIAL EDUCATION  For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.

DOCUMENTATION OF SERVICES  The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.
GENERAL EDUCATION

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

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

SPECIAL EDUCATION

Consistent with state rule and the SAAH, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical reasons specifically documented by a physician licensed to practice in the United States. If a student is chronically ill, the student's admission, review, and dismissal are determined by the ARD committee. The ARD committee shall determine whether the weeks of confinement need to be consecutive.

If the ARD committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, when the student is able to return to the regular educational setting, the length of the transition period to the school-based setting based on current medical information.

DOCUMENTATION OF SERVICES

The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services, in accordance with administrative procedures, the SAAH, and a student's individualized education program (IEP), as applicable.
TITLE IX COORDINATOR
The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

ADA / SECTION 504 COORDINATOR
Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

SUPERINTENDENT
The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

COMPLAINTS
Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

RECORDS RETENTION
Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

SECTION 504 COMMITTEE
The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the
legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

REFERRALS
A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has disabilities and is in need of special instruction or services.

PARENTAL CONSENT
The Section 504 coordinator shall notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.

NOTICE TO PARENTS
Parents shall be given written notice of the District’s refusal to evaluate a student or to provide specific aids and services the parents have requested.

PREPLACEMENT EVALUATION
The results of the evaluation shall be considered before any action is taken to place a student with disabilities or make a significant change in placement in an instructional program. The evaluation shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group.

IMPARTIAL HEARING
Parents shall be given written notice of their due process right to an impartial hearing if they have a concern or complaint about the District’s actions regarding the identification, evaluation, or educational placement of a student with disabilities. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney.

STATE-MANDATED ASSESSMENTS
Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]
**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

**TITLE IX COORDINATOR**

The District **has designated a Title IX coordinator for students** to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]:

- **Name:** Tiffany Mathis
- **Position:** Director of Special Education
- **Address:** 3911 Avenue I, Rosenberg, TX 77471
- **Telephone:** (832) 223-0400

**ADA / SECTION 504 COORDINATOR**

The District **has designated an ADA/Section 504 coordinator for students** to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]:

- **Name:** Tiffany Mathis
- **Position:** Director of Special Education
- **Address:** 3911 Avenue I, Rosenberg, TX 77471
- **Telephone:** (832) 223-0400

**SUPERINTENDENT**

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination and antidiscrimination laws.

**COMPLAINTS**

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

**RECORDS RETENTION**

The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

**DATE ISSUED:** 2/14/2016
**UPDATE 104 LDU 2015.01**
**FB(LOCAL)-A**
If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

**Note:** The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 24.

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity, to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

Each Section 504 committee shall be composed of a group of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

If a teacher, school counselor, administrator, or any other District employee has reason to believe that a student may have a disability as defined by disabilities and is in need of special instruction or services.
PARENTAL CONSENT

The Section 504, the District coordinator shall evaluate the notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. A student may also be referred for evaluation by the student's parent. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.

NOTICE AND CONSENT TO PARENTS

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.

PREPLACEMENT EVALUATION AND PLACEMENT

The results of the evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting the evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

REVIEW AND REEVALUATION PROCEDURE

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations. A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

EXAMINING RECORDS

A parent shall make any request to review standards of personal independence and social responsibility expected of the child's education records to the campus principal or other identified custodian of records. [See FL]age and cultural group.

RIGHT TO IMPARTIAL HEARING

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student.

DATE ISSUED: 2/14/2016
UPDATE 104LDU 2015.01
FB(LOCAL)-A

3 of 4
with a disability. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records retention schedules. [See CPC]
The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, for students:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for students:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400
PERSONS AGE 21 AND OVER
The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

REGISTRATION FORMS
The student's parent, legal guardian, or other person having lawful control shall annually complete and sign registration forms. A student who has reached age 18 shall be permitted to complete and sign these forms.

MINOR LIVING APART PERSON STANDING IN PARENTAL RELATION
A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

MISCONDUCT
A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

EXCEPTIONS
Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

EXTRACURRICULAR ACTIVITIES
The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

NONRESIDENT STUDENT IN GRANDPARENT'S AFTER-SCHOOL CARE
The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

PLACEMENT ACCREDITED SCHOOLS
The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.
For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the Commissioner.

NONACCREDITED SCHOOLS

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

TRANSFER CREDIT

Before granting credit, the District shall validate, by testing or other evidence, that any course taken by a student at a nonaccredited public, private, or parochial school meets State Board requirements. [See EHDB]

WITHDRAWAL

A parent or guardian wishing to withdraw a minor student shall present a signed request stating the reason for the withdrawal. A student who is 18 or older may request withdrawal without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL)]
The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

The student's parent, legal guardian, or other person having lawful control shall annually complete and sign registration forms. A student who has reached age 18 shall be permitted to complete and sign these forms.

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

DATE ISSUED: 2/14/2016 4/27/2014
UPDATE 104 of 99
FD(LOCAL)-A
GRADE-LEVEL PLACEMENT

ACCREDITED SCHOOLS

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the Commissioner.

NONACCREDITED SCHOOLS

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

TRANSFER OF CREDIT

ACCREDITED TEXAS PUBLIC SCHOOLS

OTHER

ACCREDITED OR NONACCREDITED SCHOOLS

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. [See EJ]

Before granting credit, the District shall validate, by testing or other evidence, that any course taken by a student at a nonaccredited public, private, or parochial school meets State Board requirements. [See EHDB]
A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes a request stating the reason for the withdrawal. A student who is 18 or older may submit a request withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]"
ATTENDANCE ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements.

ALTERNATE RECORDING TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternate time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The alternate time for recording attendance shall be determined in accordance with TEA's Student Attendance Accounting Handbook.

PARENTAL CONSENT TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.
ATTENDANCE ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

ALTERNATIVE RECORDING TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternative time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The alternative-alternate time for recording attendance shall be determined in accordance with TEA's Student Attendance Accounting Handbook.

PARENTAL CONSENT TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.
The District has designated the following staff person as the liaison for homeless students:

Name: Chris Bristow
Position: State and Federal Programs Supervisor
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0430
The District has designated the following employee as the liaison for homeless students:

Name: Chris Bristow
Position: State and Federal Programs Supervisor
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0430
Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

STATEMENT OF NONDISCRIMINATION
The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION
Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED HARASSMENT
Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or

3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES
Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.
SEXUAL HARASSMENT
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it:
   a. Affects the student’s ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student’s educational opportunities; or
   b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or

3. Otherwise adversely affects the student’s educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child’s hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.
GENDER-BASED HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the
student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

RETALIATION

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.

EXAMPLES

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

FALSE CLAIM

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.

PROHIBITED CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING PROCEDURES

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.

EMPLOYEE REPORT

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

DEFINITION OF DISTRICT OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX COORDINATOR

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:
Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District’s ability to investigate and address the prohibited conduct.

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immedi-
ately undertake an investigation, except as provided below at CRIMINAL INVESTIGATION.

If the District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**INTERIM ACTION**

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District’s investigation.

**DISTRICT INVESTIGATION**

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**CRIMINAL INVESTIGATION**

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

**CONCLUDING THE INVESTIGATION**

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

**NOTIFICATION OF OUTCOME**

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.
DISTRICT ACTION

PROHIBITED CONDUCT

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

CORRECTIVE ACTION

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

BULLYING

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

IMPROPER CONDUCT

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

RECORDS RETENTION

Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).

ACCESS TO POLICY AND PROCEDURES

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District’s website, to the extent practicable, and readily available at each campus and the District’s administrative offices.

DATE ISSUED: 5/8/2015
LDU 2015.01
FFH(LOCAL)-A

ADOPTED: 7 of 7
Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

STATEMENT OF NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or

3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.
SEXUAL HARASSMENT BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it:
   a. Affects the student’s ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student’s educational opportunities; or
   b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DHDF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or

3. Otherwise adversely affects the student’s educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child’s hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.
GENDER-BASED HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the
student’s household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student’s spouse or current dating partner, or encouraging others to engage in these behaviors.

RETAILIATION

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.

EXAMPLES

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

FALSE CLAIM

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.

PROHIBITED CONDUCT

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING PROCEDURES

STUDENT REPORT

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

EMPLOYEE REPORT

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

DEFINITION OF DISTRICT OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX COORDINATOR

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)] Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:
Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

ADA / SECTION 504 COORDINATOR

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)] ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination / anticommunication laws.

ALTERNATIVE REPORTING PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.
INITIAL ASSESSMENT

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at CRIMINAL INVESTIGATION.

If the District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

INTERIM ACTION

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District’s investigation.

DISTRICT INVESTIGATION

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CRIMINAL INVESTIGATION

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

CONCLUDING THE INVESTIGATION

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.
NOTIFICATION OF OUTCOME

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

CORRECTIVE ACTION

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District’s policy against discrimination and harassment.

BULLYING

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

IMPROPER CONDUCT

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

RECORDS RETENTION

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District’s records retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).

DATE ISSUED: 2/14/2016
UPDATE 104LDU-2015.01
FFH(LOCAL)-A
Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.
The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, for students:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400

The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for students:

Name: Tiffany Mathis
Position: Director of Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0400
PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

APPRAISAL SYSTEM
The formal appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS) or an alternate appraisal system developed in compliance with statutory provisions and state rules.

GENERAL REQUIREMENTS
District teachers shall be appraised annually, except teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy.
Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.
The District shall establish an appraisal calendar each year.

PDAS FORMAL OBSERVATION
The formal observation for a teacher’s appraisal shall be scheduled within a one-week window.

ALTERNATE APPRAISERS
The list of qualified appraisers who may appraise a teacher in place of the teacher’s supervisor shall be approved by the Board.

SECOND APPRAISAL
Upon a teacher’s request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.
The formal observation for a second appraisal shall be scheduled within a one-week window.

SCORES
The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second PDAS appraisals will be used.

LESS-TAN-ANNUAL EVALUATIONS ELIGIBILITY
To be eligible for less-than-annual evaluations under the PDAS or an alternate appraisal system, a teacher shall:

1. Be employed on an educator term contract;
2. Have received a “proficient” rating on the last appraisal, as required by law;
3. Have served on the current campus for at least one year; and
4. Agree in writing to the frequency of appraisal.

FREQUENCY
Eligible teachers shall be appraised every three years.
During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.
WALK-THROUGHS
For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walk-throughs and shall provide the teacher with a copy of the documentation on each walk-through. The walk-throughs shall be kept on campus in the teacher’s professional file.

During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of six walk-throughs and shall provide the teacher with a copy of the documentation on each walk-through. The walk-throughs shall be used as outlined in Commissioner’s rules for PDAS.

LOSS OF WAIVER
During any school year in which a complete appraisal is not scheduled under PDAS or an alternate appraisal is not scheduled, the administrator may conduct an appraisal if there is documentation that would potentially produce an indicator that falls below “proficient.” The administrator shall hold a conference with the teacher and provide the teacher with written notice.

ANNUAL REVIEW PROCESS
In the years that a PDAS or alternate appraisal is not scheduled for an eligible teacher, the District shall conduct an annual review in accordance with a process detailed in guidelines developed by the administration in collaboration with the District- and campus-level decision-making committees.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

The regular PDAS or alternate appraisal procedures and requirements shall not apply to the annual review process.

GRIEVANCES
Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).
T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

ANNUAL APPRAISAL

District teachers shall be appraised annually.

EXCEPTION

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

LESS-THAN-ANNUAL

ELIGIBILITY

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Have served at the current campus for at least one year; and
3. Agree in writing to the frequency of the appraisal.

FREQUENCY

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

ANNUAL REVIEW PROCESS

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.
CURRENT

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

EMPLOYMENT DECISIONS

When relevant to the decision, written evaluations of a professional employee’s performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.

EXCEPTION

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINCIPALS</td>
<td>The District shall appraise principals using the Texas Principal Evaluation and Support System (T-PESS) in accordance with law and administrative regulations.</td>
</tr>
<tr>
<td>OTHER CAMPUS ADMINISTRATORS</td>
<td>The appraisal system used for campus administrators other than principals shall be determined by each administrator's position and job responsibilities and shall consist of either a local appraisal system developed in accordance with law and administrative regulations or a modified version of the T-PESS.</td>
</tr>
<tr>
<td>FREQUENCY</td>
<td>District principals and other campus administrators shall be appraised annually.</td>
</tr>
</tbody>
</table>
INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2016-17 budget. Legislative topics and the status of budget development will be discussed.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MAY 31, 2016)

Exhibit "A" gives the LCISD collections made during the month of May 31, 2016.

Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.

Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through May 31, 2016, LCISD had collected 98.4% of the 2015-16 roll.

Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.

Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
### Lamar Consolidated ISD
### Tax Collections
### May 2016

#### Exhibit A

<table>
<thead>
<tr>
<th>Year</th>
<th>Taxes Paid</th>
<th>Penalty &amp; Interest</th>
<th>Collection Fees</th>
<th>Total Payments</th>
<th>General Fund Taxes Paid</th>
<th>P &amp; I Collection Fees</th>
<th>Debt Service Taxes Paid</th>
<th>Debt Service P &amp; I Collection Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>$1,407,673.99</td>
<td>$156,652.76</td>
<td>$117,699.79</td>
<td>$1,682,026.54</td>
<td>$1,053,236.43</td>
<td>$234,909.07</td>
<td>$354,437.56</td>
<td>$39,443.48</td>
</tr>
<tr>
<td>14</td>
<td>$33,105.27</td>
<td>$6,910.62</td>
<td>$5,623.68</td>
<td>$45,639.57</td>
<td>$24,769.70</td>
<td>$10,794.30</td>
<td>$8,335.57</td>
<td>$1,740.00</td>
</tr>
<tr>
<td>13</td>
<td>$14,989.31</td>
<td>$2,997.74</td>
<td>$1,658.98</td>
<td>$19,646.03</td>
<td>$11,215.16</td>
<td>$3,901.89</td>
<td>$3,774.15</td>
<td>$754.83</td>
</tr>
<tr>
<td>12</td>
<td>$10,503.90</td>
<td>$2,332.90</td>
<td>$823.99</td>
<td>$13,660.79</td>
<td>$7,859.14</td>
<td>$2,569.49</td>
<td>$2,644.76</td>
<td>$587.40</td>
</tr>
<tr>
<td>11</td>
<td>$9,493.52</td>
<td>$2,458.19</td>
<td>$1,056.56</td>
<td>$13,008.27</td>
<td>$6,966.53</td>
<td>$2,860.42</td>
<td>$2,526.99</td>
<td>$654.33</td>
</tr>
<tr>
<td>10</td>
<td>$2,060.24</td>
<td>$276.04</td>
<td>$552.72</td>
<td>$2,889.00</td>
<td>$1,540.10</td>
<td>$759.07</td>
<td>$520.14</td>
<td>$69.69</td>
</tr>
<tr>
<td>09</td>
<td>$1,438.68</td>
<td>$298.99</td>
<td>$167.91</td>
<td>$1,905.58</td>
<td>$1,130.90</td>
<td>$402.94</td>
<td>$307.78</td>
<td>$63.96</td>
</tr>
<tr>
<td>08</td>
<td>$2,144.87</td>
<td>$725.33</td>
<td>$368.06</td>
<td>$3,238.26</td>
<td>$1,686.03</td>
<td>$938.23</td>
<td>$458.84</td>
<td>$155.16</td>
</tr>
<tr>
<td>07</td>
<td>$633.52</td>
<td>(613.11)</td>
<td>(204.53)</td>
<td>(184.12)</td>
<td>$488.23</td>
<td>(677.04)</td>
<td>$145.29</td>
<td>(140.60)</td>
</tr>
<tr>
<td>06</td>
<td>$602.19</td>
<td>(991.47)</td>
<td>(271.27)</td>
<td>(660.55)</td>
<td>$517.91</td>
<td>(1,122.85)</td>
<td>$84.28</td>
<td>(139.89)</td>
</tr>
<tr>
<td>05</td>
<td>$270.47</td>
<td>$359.73</td>
<td>$125.37</td>
<td>$755.57</td>
<td>$238.99</td>
<td>$443.21</td>
<td>$31.48</td>
<td>$41.89</td>
</tr>
<tr>
<td>04</td>
<td>$345.57</td>
<td>$507.05</td>
<td>$170.53</td>
<td>$1,023.15</td>
<td>$305.35</td>
<td>$618.56</td>
<td>$40.22</td>
<td>$59.02</td>
</tr>
<tr>
<td>03</td>
<td>$166.45</td>
<td>$263.00</td>
<td>$64.42</td>
<td>$493.87</td>
<td>$150.00</td>
<td>$301.43</td>
<td>$16.45</td>
<td>$25.99</td>
</tr>
<tr>
<td>02</td>
<td>$110.69</td>
<td>$187.07</td>
<td>$44.66</td>
<td>$342.42</td>
<td>$99.75</td>
<td>$213.24</td>
<td>$10.94</td>
<td>$18.49</td>
</tr>
<tr>
<td>01</td>
<td>$121.46</td>
<td>$220.17</td>
<td>$51.25</td>
<td>$392.88</td>
<td>$109.45</td>
<td>$249.66</td>
<td>$12.01</td>
<td>$21.76</td>
</tr>
<tr>
<td>00</td>
<td>$109.81</td>
<td>$211.93</td>
<td>$48.26</td>
<td>$370.00</td>
<td>$97.75</td>
<td>$236.92</td>
<td>$12.06</td>
<td>$23.27</td>
</tr>
<tr>
<td>99</td>
<td>$193.75</td>
<td>$398.90</td>
<td>$88.90</td>
<td>$681.55</td>
<td>$175.07</td>
<td>$449.35</td>
<td>$18.68</td>
<td>$38.45</td>
</tr>
<tr>
<td>98</td>
<td>$105.74</td>
<td>$229.46</td>
<td>$50.28</td>
<td>$385.48</td>
<td>$97.76</td>
<td>$262.42</td>
<td>$7.98</td>
<td>$17.32</td>
</tr>
<tr>
<td>97</td>
<td>$105.74</td>
<td>$242.14</td>
<td>$52.18</td>
<td>$400.06</td>
<td>$97.76</td>
<td>$276.05</td>
<td>$7.98</td>
<td>$18.27</td>
</tr>
<tr>
<td>96</td>
<td>$120.51</td>
<td>$290.89</td>
<td>$61.71</td>
<td>$473.11</td>
<td>$109.41</td>
<td>$325.80</td>
<td>$11.10</td>
<td>$26.80</td>
</tr>
<tr>
<td>95</td>
<td>$58.49</td>
<td>$149.73</td>
<td>$31.23</td>
<td>$239.45</td>
<td>$55.36</td>
<td>$172.95</td>
<td>$3.13</td>
<td>$8.01</td>
</tr>
<tr>
<td>94</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>93</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>92</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>91</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>90</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>89 &amp; prior</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Totals</td>
<td>$1,484,354.17</td>
<td>$174,108.06</td>
<td>$128,264.68</td>
<td>$1,786,726.91</td>
<td>$1,110,946.78</td>
<td>$258,885.11</td>
<td>$373,407.39</td>
<td>$43,487.63</td>
</tr>
<tr>
<td>Year</td>
<td>Original Tax</td>
<td>Adjustments</td>
<td>Adjusted Tax</td>
<td>Taxes Paid</td>
<td>Penalty &amp; Interest</td>
<td>Collection Fees</td>
<td>Total Payments</td>
<td>Total Taxes 5/31/2016</td>
</tr>
<tr>
<td>------</td>
<td>--------------</td>
<td>-------------</td>
<td>--------------</td>
<td>------------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>---------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>15</td>
<td>$173,016,529.71</td>
<td>$6,574,312.95</td>
<td>$179,590,842.66</td>
<td>$176,642,289.49</td>
<td>$638,260.22</td>
<td>$175,468.42</td>
<td>$177,456,018.13</td>
<td>$2,948,553.17</td>
</tr>
<tr>
<td>14</td>
<td>$1,578,076.69</td>
<td>$103,927.37</td>
<td>$1,682,004.06</td>
<td>$773,066.84</td>
<td>$150,420.70</td>
<td>$152,399.27</td>
<td>$1,075,846.81</td>
<td>$908,940.22</td>
</tr>
<tr>
<td>13</td>
<td>$759,119.83</td>
<td>($111,127.66)</td>
<td>$647,992.17</td>
<td>$258,589.30</td>
<td>$43,338.72</td>
<td>$29,766.58</td>
<td>$331,694.60</td>
<td>$389,402.87</td>
</tr>
<tr>
<td>12</td>
<td>$693,023.94</td>
<td>($155,149.68)</td>
<td>$537,874.26</td>
<td>$196,553.96</td>
<td>$18,888.34</td>
<td>$10,185.62</td>
<td>$225,627.92</td>
<td>$341,320.30</td>
</tr>
<tr>
<td>11</td>
<td>$651,556.26</td>
<td>($158,809.69)</td>
<td>$472,746.57</td>
<td>$174,897.07</td>
<td>$11,798.48</td>
<td>$6,161.89</td>
<td>$192,857.44</td>
<td>$297,849.50</td>
</tr>
<tr>
<td>10</td>
<td>$605,391.03</td>
<td>($281,139.22)</td>
<td>$324,251.81</td>
<td>$73,383.27</td>
<td>$6,193.26</td>
<td>$3,715.64</td>
<td>$83,292.17</td>
<td>$250,868.54</td>
</tr>
<tr>
<td>09</td>
<td>$581,353.50</td>
<td>($334,284.69)</td>
<td>$247,068.81</td>
<td>$65,027.00</td>
<td>$6,085.37</td>
<td>$2,679.16</td>
<td>$73,791.53</td>
<td>$182,041.81</td>
</tr>
<tr>
<td>08</td>
<td>$587,734.40</td>
<td>($410,763.81)</td>
<td>$176,970.59</td>
<td>$8,283.05</td>
<td>$5,876.04</td>
<td>$2,057.13</td>
<td>$16,216.22</td>
<td>$168,687.54</td>
</tr>
<tr>
<td>07</td>
<td>$191,892.59</td>
<td>($813.63)</td>
<td>$191,708.96</td>
<td>$5,098.08</td>
<td>$3,567.10</td>
<td>$897.17</td>
<td>$9,562.35</td>
<td>$185,980.88</td>
</tr>
<tr>
<td>06</td>
<td>$127,543.57</td>
<td>-</td>
<td>$127,543.57</td>
<td>$7,048.29</td>
<td>$5,946.55</td>
<td>$1,933.30</td>
<td>$14,928.14</td>
<td>$120,495.28</td>
</tr>
<tr>
<td>05</td>
<td>$142,756.89</td>
<td>($354.15)</td>
<td>$142,402.74</td>
<td>$3,689.86</td>
<td>$4,597.87</td>
<td>$1,571.03</td>
<td>$9,858.76</td>
<td>$138,712.88</td>
</tr>
<tr>
<td>04</td>
<td>$65,622.10</td>
<td>($226.97)</td>
<td>$65,395.13</td>
<td>$2,185.20</td>
<td>$3,039.07</td>
<td>$1,042.72</td>
<td>$6,266.99</td>
<td>$63,209.93</td>
</tr>
<tr>
<td>03</td>
<td>$48,382.85</td>
<td>($87.39)</td>
<td>$48,295.46</td>
<td>$1,654.30</td>
<td>$2,519.44</td>
<td>$625.80</td>
<td>$4,799.54</td>
<td>$46,641.16</td>
</tr>
<tr>
<td>02</td>
<td>$32,774.61</td>
<td>($5.07)</td>
<td>$32,769.54</td>
<td>$669.71</td>
<td>$1,080.44</td>
<td>$251.31</td>
<td>$2,001.46</td>
<td>$32,099.83</td>
</tr>
<tr>
<td>01</td>
<td>$30,373.59</td>
<td>-</td>
<td>$30,373.59</td>
<td>$706.79</td>
<td>$1,168.36</td>
<td>$257.10</td>
<td>$2,126.25</td>
<td>$29,672.80</td>
</tr>
<tr>
<td>00</td>
<td>$26,210.82</td>
<td>-</td>
<td>$26,210.82</td>
<td>$653.86</td>
<td>$1,233.67</td>
<td>$282.83</td>
<td>$2,170.36</td>
<td>$25,556.96</td>
</tr>
<tr>
<td>99</td>
<td>$27,765.44</td>
<td>-</td>
<td>$27,765.44</td>
<td>$1,165.78</td>
<td>$2,375.57</td>
<td>$530.89</td>
<td>$4,070.24</td>
<td>$26,599.66</td>
</tr>
<tr>
<td>98</td>
<td>$19,318.70</td>
<td>-</td>
<td>$19,318.70</td>
<td>$1,142.99</td>
<td>$2,440.07</td>
<td>$537.46</td>
<td>$4,120.52</td>
<td>$18,175.71</td>
</tr>
<tr>
<td>97</td>
<td>$17,316.46</td>
<td>-</td>
<td>$17,316.46</td>
<td>$706.79</td>
<td>$1,590.70</td>
<td>$344.80</td>
<td>$2,643.46</td>
<td>$16,608.50</td>
</tr>
<tr>
<td>96</td>
<td>$16,372.69</td>
<td>($9.38)</td>
<td>$16,363.31</td>
<td>$646.77</td>
<td>$1,527.62</td>
<td>$326.15</td>
<td>$2,500.54</td>
<td>$15,716.54</td>
</tr>
<tr>
<td>95</td>
<td>$8,069.69</td>
<td>-</td>
<td>$8,069.69</td>
<td>$841.65</td>
<td>$2,094.75</td>
<td>$440.46</td>
<td>$3,736.85</td>
<td>$7,228.05</td>
</tr>
<tr>
<td>94</td>
<td>$5,144.31</td>
<td>-</td>
<td>$5,144.31</td>
<td>$292.42</td>
<td>$763.30</td>
<td>$158.35</td>
<td>$1,214.07</td>
<td>$4,851.89</td>
</tr>
<tr>
<td>93</td>
<td>$2,639.02</td>
<td>-</td>
<td>$2,639.02</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$2,639.02</td>
</tr>
<tr>
<td>92</td>
<td>$3,823.63</td>
<td>-</td>
<td>$3,823.63</td>
<td>$38.53</td>
<td>$14.26</td>
<td>$7.92</td>
<td>$60.71</td>
<td>$3,785.10</td>
</tr>
<tr>
<td>91 &amp; prior</td>
<td>$11,266.58</td>
<td>-</td>
<td>$11,266.58</td>
<td>$1,311.02</td>
<td>$3,981.63</td>
<td>$793.89</td>
<td>$6,086.54</td>
<td>$9,955.56</td>
</tr>
</tbody>
</table>

Totals $179,230,061.90 $5,225,468.98 $184,455,530.88 $178,219,937.18 $918,799.53 $392,394.89 $179,531,131.60 $6,235,593.70
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPT</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>OCT</td>
<td>0.1%</td>
<td>0.0%</td>
<td>0.1%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>NOV</td>
<td>3.2%</td>
<td>2.2%</td>
<td>7.4%</td>
<td>1.9%</td>
<td>2.6%</td>
<td>3.9%</td>
<td>1.9%</td>
<td>1.7%</td>
<td>2.8%</td>
<td>2.1%</td>
<td>1.0%</td>
<td>3.3%</td>
</tr>
<tr>
<td>DEC</td>
<td>49.0%</td>
<td>45.3%</td>
<td>45.3%</td>
<td>33.1%</td>
<td>30.2%</td>
<td>33.3%</td>
<td>25.9%</td>
<td>35.4%</td>
<td>31.9%</td>
<td>29.7%</td>
<td>32.7%</td>
<td>16.8%</td>
</tr>
<tr>
<td>JAN</td>
<td>83.9%</td>
<td>82.0%</td>
<td>86.2%</td>
<td>82.9%</td>
<td>82.3%</td>
<td>84.1%</td>
<td>80.7%</td>
<td>80.4%</td>
<td>59.6%</td>
<td>76.4%</td>
<td>73.6%</td>
<td>74.9%</td>
</tr>
<tr>
<td>FEB</td>
<td>95.4%</td>
<td>95.1%</td>
<td>95.5%</td>
<td>95.5%</td>
<td>94.8%</td>
<td>94.3%</td>
<td>93.3%</td>
<td>92.8%</td>
<td>93.5%</td>
<td>93.3%</td>
<td>92.5%</td>
<td>92.3%</td>
</tr>
<tr>
<td>MAR</td>
<td>96.9%</td>
<td>96.8%</td>
<td>97.0%</td>
<td>96.8%</td>
<td>96.4%</td>
<td>96.1%</td>
<td>95.0%</td>
<td>94.8%</td>
<td>95.1%</td>
<td>94.7%</td>
<td>94.3%</td>
<td>93.8%</td>
</tr>
<tr>
<td>APR</td>
<td>97.6%</td>
<td>97.9%</td>
<td>97.8%</td>
<td>97.6%</td>
<td>97.1%</td>
<td>96.9%</td>
<td>96.0%</td>
<td>95.6%</td>
<td>95.9%</td>
<td>95.8%</td>
<td>95.2%</td>
<td>94.8%</td>
</tr>
<tr>
<td>MAY</td>
<td>98.4%</td>
<td>98.2%</td>
<td>98.2%</td>
<td>98.1%</td>
<td>97.9%</td>
<td>97.6%</td>
<td>96.5%</td>
<td>96.4%</td>
<td>96.7%</td>
<td>96.5%</td>
<td>96.1%</td>
<td>95.5%</td>
</tr>
<tr>
<td>JUNE</td>
<td>98.6%</td>
<td>98.7%</td>
<td>98.6%</td>
<td>98.3%</td>
<td>98.2%</td>
<td>97.4%</td>
<td>97.2%</td>
<td>97.4%</td>
<td>97.3%</td>
<td>96.8%</td>
<td>96.4%</td>
<td></td>
</tr>
<tr>
<td>JULY</td>
<td>98.9%</td>
<td>99.0%</td>
<td>99.0%</td>
<td>98.7%</td>
<td>98.6%</td>
<td>98.0%</td>
<td>97.9%</td>
<td>98.0%</td>
<td>97.8%</td>
<td>97.4%</td>
<td>97.1%</td>
<td></td>
</tr>
<tr>
<td>AUG</td>
<td>99.0%</td>
<td>99.2%</td>
<td>99.1%</td>
<td>98.9%</td>
<td>98.8%</td>
<td>98.2%</td>
<td>98.2%</td>
<td>98.2%</td>
<td>98.2%</td>
<td>97.8%</td>
<td>97.8%</td>
<td>97.5%</td>
</tr>
</tbody>
</table>
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2015-16 TAX COLLECTIONS  
AS OF MAY 31, 2016

<table>
<thead>
<tr>
<th>TAX YEAR LCISD TAXES</th>
<th>SCHOOL YEAR</th>
<th>BUDGET AMOUNT</th>
<th>COLLECTIONS 5/31/2016</th>
<th>% OF BUDGET COLLECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>2015-2016</td>
<td>$175,920,949</td>
<td>$176,642,289</td>
<td>100.41%</td>
</tr>
<tr>
<td>2014 &amp; Prior</td>
<td>2014-15 &amp; Prior</td>
<td>$2,150,000</td>
<td>$1,577,648</td>
<td>73.38%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$178,070,949</strong></td>
<td><strong>$178,219,937</strong></td>
<td><strong>100.08%</strong></td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>COLLECTION YEAR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Orig. Levy</td>
<td>$129,215,668</td>
<td>$132,226,943</td>
<td>$136,145,655</td>
<td>$142,546,726</td>
</tr>
<tr>
<td>Adj. To Roll</td>
<td>$4,579,622</td>
<td>$5,417,190</td>
<td>$5,652,043</td>
<td>$6,929,880</td>
</tr>
<tr>
<td>2 Collections</td>
<td>$1,050,557</td>
<td>$915,762</td>
<td>$739,542</td>
<td>$739,176</td>
</tr>
<tr>
<td>Adj. To Roll</td>
<td>$53,764</td>
<td>$(64,337)</td>
<td>$65,612</td>
<td>$242,601</td>
</tr>
<tr>
<td>3 Collections</td>
<td>$329,317</td>
<td>$286,833</td>
<td>$315,459</td>
<td>$258,589</td>
</tr>
<tr>
<td>Adj. To Roll</td>
<td>$13,438</td>
<td>$162,075</td>
<td>$445,748</td>
<td>$(111,128)</td>
</tr>
<tr>
<td>4 Collections</td>
<td>$199,270</td>
<td>$308,264</td>
<td>$196,554</td>
<td></td>
</tr>
<tr>
<td>Adj. To Roll</td>
<td>$148,691</td>
<td>$518,252</td>
<td>$(155,150)</td>
<td></td>
</tr>
<tr>
<td>5 Collections</td>
<td>$268,598</td>
<td>$174,897</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adj. To Roll</td>
<td>$527,967</td>
<td>$(158,810)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Collections</td>
<td>$73,383</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adj. To Roll</td>
<td>$(281,139)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLLECTIONS</td>
<td>$134,007,144</td>
<td>$137,603,463</td>
<td>$141,812,589</td>
<td>$149,218,677</td>
</tr>
<tr>
<td>ADJUSTED TAX ROLL</td>
<td>$134,258,011</td>
<td>$138,101,312</td>
<td>$142,153,909</td>
<td>$149,608,080</td>
</tr>
<tr>
<td><strong>BALANCE TO BE COLLECTED</strong></td>
<td>$250,867</td>
<td>$297,849</td>
<td>$341,320</td>
<td>$389,403</td>
</tr>
<tr>
<td>ADJ. TAXABLE VALUE</td>
<td>$9,838,995,365</td>
<td>$9,934,988,841</td>
<td>$10,226,532,056</td>
<td>$10,762,784,071</td>
</tr>
<tr>
<td>TOTAL % COLLECTIONS</td>
<td>99.8%</td>
<td>99.8%</td>
<td>99.8%</td>
<td>99.7%</td>
</tr>
<tr>
<td>AS OF MAY 31, 2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAX RATE</td>
<td>1.36455</td>
<td>1.39005</td>
<td>1.39005</td>
<td>1.39005</td>
</tr>
</tbody>
</table>
## INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

<table>
<thead>
<tr>
<th>Company</th>
<th>School/Project</th>
<th>Application #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drymalla Construction</td>
<td>Fulshear High</td>
<td>24</td>
<td>$1,746,768.80</td>
</tr>
<tr>
<td>Drymalla Construction</td>
<td>Leaman Jr. High</td>
<td>24</td>
<td>$795,609.80</td>
</tr>
<tr>
<td>Engineered Air Balance</td>
<td>Fulshear HS</td>
<td>8</td>
<td>$10,925.00</td>
</tr>
<tr>
<td>Engineered Air Balance</td>
<td>Leaman JHS</td>
<td>6</td>
<td>$29,640.00</td>
</tr>
<tr>
<td>Gamma Construction</td>
<td>Bentley Elementary</td>
<td>7</td>
<td>$522,025.00</td>
</tr>
<tr>
<td>Gamma Construction</td>
<td>2011 Bond Program</td>
<td>49</td>
<td>$92,500.00</td>
</tr>
<tr>
<td>Kelly Kaluza &amp; Assoc.</td>
<td>Huggins Elementary</td>
<td>1</td>
<td>$8,560.00</td>
</tr>
<tr>
<td>PBK Architects</td>
<td>Arredondo Elementary</td>
<td>14</td>
<td>$4,425.19</td>
</tr>
<tr>
<td>PBK Architects</td>
<td>Arredondo Elementary</td>
<td>15</td>
<td>$10,827.86</td>
</tr>
<tr>
<td>PBK Architects</td>
<td>Bentley Elementary</td>
<td>6</td>
<td>$11,228.79</td>
</tr>
<tr>
<td>PBK Architects</td>
<td>Bentley Elementary - Reimbursables</td>
<td>6</td>
<td>$836.00</td>
</tr>
<tr>
<td>PBK Architects</td>
<td>Lindsey Elementary</td>
<td>5</td>
<td>$28,639.59</td>
</tr>
<tr>
<td>PBK Architects</td>
<td>Lindsey Elementary - Reimbursables</td>
<td>1</td>
<td>$9,115.00</td>
</tr>
<tr>
<td>Company</td>
<td>Project Location</td>
<td>Application #</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------</td>
<td>---------------</td>
<td>--------</td>
</tr>
<tr>
<td>Sterling Structures, Inc.</td>
<td>Bowie Elementary</td>
<td>2</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Traffic Engineers</td>
<td>Lindsey Elementary</td>
<td>1</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>VLK Architects</td>
<td>New Ag Barn</td>
<td>1</td>
<td>$7,890.00</td>
</tr>
<tr>
<td>VLK Architects</td>
<td>New Ag Barn</td>
<td>2</td>
<td>$7,890.00</td>
</tr>
</tbody>
</table>

Resource person: Kevin McKeever, Administrator for Operations
INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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

Work Request Summary for May, 2016:

- The Department completed 1609 requests
- The Department received 223 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Replacing broken gym bleacher seats at Briscoe Junior High
- Cleaning the ice machine in the teachers’ lounge at Hutchison Elementary, Beasley Elementary, Velasquez Elementary, Thomas Elementary, Jane Long Elementary and Bowie Elementary
- Caulking the windows and installing a door sweep in the teachers’ lounge at Hutchison Elementary
- Relocating cabinets to the portables at the Alternative Learning Center
- Installing a pencil sharpener and a cabinet handle in a classroom at Hubenak Elementary
- Hanging banners in the main hallway at Wessendorff Middle
- Installing a speed bump in the parking lot at Foster High
- Replacing bulbs in the hallway at Austin Elementary
- Repairing a desk drawer in a classroom at Hutchison Elementary
- Replacing the bulbs on the outside of the building at the Natatorium
- Installing a new pencil sharpener in a classroom at Hubenak Elementary
- Resetting the electrical breaker in a classroom at Frost Elementary
- Boarding up a window at Smith Elementary
- Adjusting the gate to the playground at Jane Long Elementary
- Installing a door stop on the door to the portable at Bowie Elementary
- Replacing floor tiles in the cafeteria at Bowie Elementary
- Replacing ceiling tiles in the teachers work room at Hubenak Elementary
- Repairing the classroom keyboard trays throughout the school at Hubenak Elementary
- Repainting the stripes and metal poles in the service yard area at Foster High
- Relocating the projector screen in a classroom at Lamar Junior High
- Replacing light bulbs throughout the school at Lamar Junior High
- Removing weeds from the gutters around the press box at the baseball field at Foster High
- Repairing the toilet drain at Terry High
• Repairing a urinal drain at Navarro Middle
• Repairing the marquee at Wertheimer Middle
• Installing a receptacle for the new copy machine at Hubenak Elementary
• Replacing the intercom system call button at Reading Junior High
• Repairing the intercom system at Terry High
• Adding a hydraulic door closer to an office at George Junior High
• Replacing the fire alarm system smoke detector at Lamar Consolidated High
• Replacing window glass at Smith Elementary
• Unstopping the sanitary sewer backup in the kitchen at Bowie Elementary
• Replacing the lavatory faucet at the Development Center
• Repairing light fixtures in the cafeteria at McNeill Elementary
• Responding to a call out for no power at Seguin Early Childhood Center
• Replacing the sound system microphone in the press box at Traylor Stadium
• Reprogramming the intercom system bell schedule at Navarro Middle
• Repairing the speaker at Traylor Stadium
• Replacing the hydraulic door closer at Lamar Consolidated High
• Creating and delivering keys to various campuses
• Adjusting the door contacts on the security system at McNeill Elementary
• Covering the windows for the school dance at George Junior High
• Assembling carts in the front office at Dickinson Elementary
• Performing annual AED inspections district-wide
• Repairing the teachers desk leg in a classroom at George Junior High
• Hanging a picture outside of the dance room at Lamar Consolidated High
• Repairing a keyboard tray in a classroom at Dickinson Elementary
• Cleaning out the ice machine at Huggins Elementary
• Removing the backdrop from the stage in the gym at Campbell Elementary
• Repainting the paw prints on the driveway at Arredondo Elementary
• Replacing ceiling tiles in the boys restroom at Hubenak Elementary
• Assembling a storage unit at the Administration Annex
• Securing the chalkboard to the wall in a classroom at Foster High
• Repairing a partition in the boys restroom at Adolphus Elementary
• Repairing the hinge on a cabinet door in the office at Pink Elementary
• Replacing the door sweep in a classroom at Navarro Middle
• Hanging a banner outside of the library at Hutchison Elementary
• Hanging artwork in the front office at Hutchison Elementary
• Repairing a keyboard tray in an office at Pink Elementary
• Repairing and repainting the bench on the playground at Jane Long Elementary
• Repairing the screen on the gym stage at Hubenak Elementary
• Replacing shingles on the portable building at Thomas Elementary
• Installing a new latch in the coaches’ restroom at Reading Junior High
• Installing a latch on the handicap stall in the restroom at Thomas Elementary
• Hanging the trash can on the wall in the boys restroom at Lamar Consolidated High
• Repairing the disposal in the culinary arts kitchen at Terry High
• Repairing faucets in the kitchen at Wertheimer Middle
• Responding to the afterhours callout of no electrical power at George Ranch High and Briscoe Junior High
• Repairing the sound system on the stage at Lamar Junior High
• Operating sound and lights for a talent show at Lamar Consolidated High
• Repairing the fire alarm system at McNeill Elementary
• Repairing the fire alarm system magnetic door device at Arredondo Elementary
• Repairing the security alarm system at McNeill Elementary
• Replacing the security alarm system battery at Thomas Elementary
• Replacing a window in the old gym at Jane Long Elementary
• Performing bi-annual AED inspections throughout the District
• Replacing water filters and cleaning ice machines at the field houses throughout the District
• Repairing the ceiling grid in a portable at Beasley Elementary
• Repairing cove base and replacing lightbulbs in a classroom at Terry High
• Hanging a picture in the girls locker room at Terry High
• Mounting the AED inside the press box at Foster High
• Replacing the countertop in the kitchen at Satellite Transportation
• Repairing the vinyl walls in a classroom at Hutchison Elementary
• Removing the black paper from the windows of the cafeteria at George Junior High
• Installing a paper towel dispenser in the teachers’ lounge at George Junior High
• Installing bulletin boards in the attendance office at Briscoe Junior High
• Installing blinds in an office at Brazos Crossing
• Tightening table legs in a classroom at Navarro Middle
• Replacing a seat in the cafeteria at Navarro Middle
• Repainting the longhorns on the sidewalk in the front parking lot area at Ryon Middle
• Installing cove base around a sink in the custodial rooms at Velasquez Elementary
• Changing the water filter and cleaning the ice machine in the teacher lounge at Travis Elementary
• Removing blinds and repairing trim in a classroom at Travis Elementary
• Replacing the ceiling tile grid in a portable building at Travis Elementary
• Repairing the drywall and repainting it in an office at Travis Elementary
• Repairing the ceiling tile grid in a classroom at Pink Elementary
• Replacing blinds in the cafeteria lounge at McNeill Elementary
• Placing anti-strips on the ramps to the portable buildings at Hubenak Elementary
• Relocating the fire proof file cabinets from one classroom to another at Terry High
• Changing the water filter and cleaning the ice machine at Taylor Ray Elementary
• Repainting the walls in multiple classrooms at Taylor Ray Elementary
• Installing a pencil sharpener in a classroom at Dickinson Elementary
• Adjusting the fence gate to the playground at Huggins Elementary
Replacing the water filter in the ice machine at Dickinson Elementary
Repainting two rooms at Common Threads
Relocating the bulletin board from the staff lounge and moving it to the front office at Jane Long Elementary
Installing stop signs in the parking lot at Foster High
Installing a paper towel dispenser in men’s restroom at Satellite Transportation
Re-adjusting the keyboard tray in a classroom at Hubenak Elementary
Repainting a table in the bus drop area at Campbell Elementary
Repairing the cracked sidewalk at Austin Elementary
Installing closet shelves in a classroom at Velasquez Elementary
Repairing a pencil sharpener in a classroom at Hubenak Elementary
Removing the balls from the canopy and rooftop at Thomas Elementary

Energy Management

Energy assisted by:

- Awaiting approval on the controls package for the food service kitchens
- Completing interviews with the companies that submitted a RFQuote for the HVAC agreement
- Receiving numbers from each candidate to assist in making the final decision
- Receiving updated pricing for JCI Controls
- Attending the Foster Domestic Water Well Meeting with Engineers assigned for the 2014 Bond
- Attending the HVAC Controls Meeting with Engineers assigned for the 2014 Bond
- Submitting out final selection of interviewers to Purchasing for the award decision
- Requesting for approval of the company to be presented at the Board Meeting
- Sending requests to principals to schedule their Energy Saving Day for the 2017 school year
- Adjusting schedules to make room for the event at a majority of the schools
- Passing off the exterior lighting and chiller projects to Vanir/Rice and Gardner
- Scanning controls of all locations to insure temperature settings are good and units are running as scheduled
- Continuing to see mass District use of FS Direct
- Adjusting Energy Days for schools that need that day for an event
- Observing the operation of HVAC equipment district wide
- Observing small appliances; their location in the building and the safety of the way they are receiving power
- Receiving appliance permit applications from District locations
- Reworking calling tree for call-outs by location after-hours
- Continuing to track use of utilities district wide
Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Setting up and cleaning after the speech debate held at Lamar Consolidated High
- Scrubbing floors and decks around the pool at the Lamar Consolidated Natatorium
- Extracting carpets at Pink Elementary and Smith Elementary
- Polishing and removing rust from the flag poles at the Lamar Consolidated Natatorium
- Setting up and cleaning after the choir concert at Adolphus Elementary
- Extracting carpets at Hutchison Elementary
- Disinfecting classrooms throughout at Arredondo Elementary
- Extracting carpets at Beasley Elementary and Taylor Ray Elementary
- Deep cleaning restrooms at Huggins Elementary
- Removing wasps from Meyer Elementary, Williams Elementary, Huggins Elementary and Austin Elementary
- Providing rodent control at Lamar Consolidated High and Bowie Elementary
- Applying ant control at Hubenak Elementary, Lamar Junior High and Dickinson Elementary
- Assisting The Bug Man in providing pest control throughout the district
- Mowing at campuses district wide
- Delivering tables and chairs to Foster High, Lamar Consolidated High, Terry High, Reading Junior High and Briscoe Junior High
- Painting the softball and baseball fields for playoff games
- Cutting football lines on the practice field at Lamar Junior High
- Preparing for Surfs Up at the Fort Bend County Fair Grounds
- Picking up tables from the fair grounds and delivering them to Taylor Ray Elementary and Bowie Elementary
- Setting up and cleaning after a tournament held at Traylor Stadium
- Cleaning carpets and disinfecting classrooms throughout the school at Smith Elementary
- Cleaning after the family fun night at Austin Elementary
- Setting up and taking down chairs for a meeting held at Adolphus Elementary
- Setting up tables at chairs for testing at Foster High
- Deep scrubbing the floors at Traylor Ray Elementary
- Setting up for a banquet in the cafeteria at Reading Junior High
- Cleaning the restrooms, ticket booth, concession stands and locker rooms after the playoff games held at the Lamar Consolidated baseball complex
• Providing rodent control at Lamar Consolidated High and the Development Center
• Applying roach control at Navarro Middle and George Ranch High
• Removing wasps from Williams Elementary and Huggins Elementary
• Removing bees from Huggins Elementary and Austin Elementary
• Setting up and taking down chairs for a banquet at Terry High
• Cleaning the choir room after tryouts at George Junior High
• Setting up and taking down chairs for a school program at Hubenak Elementary
• Cleaning after a swim meet at the Lamar Consolidated Natatorium
• Setting up and taking down chairs after a dance recital at Campbell Elementary
• Cleaning after the fashion show held at Jackson Elementary
• Setting up and taking down tables and chairs for the Mother’s Day event at Dickinson Elementary
• Delivering tables and chairs to Briscoe Junior High
• Cleaning after a banquet at Foster High
• Relocating various items throughout the school in prep for the end of the year district-wide
• Painting the fields for football games at Terry High
• Stripping and refinishing floors in two classrooms at the Special Needs Center
• Setting up tables and chairs for the Sports Banquet at George Junior High
• Cleaning during and after the football program held at the field house at Terry High
• Setting up and taking down chairs and cleaning after the program at Hubenak Elementary
• Setting up and taking down tables and chairs for the graduation at Bowie Elementary
• Setting up and taking down chairs for the choir event held at McNeill Elementary
• Setting up tables and chairs Tuesday thru Friday for multiple events held at Campbell Elementary
• Setting up and taking down chairs for the play at Ryon Middle
• Cleaning during and after the Theater Banquet held at George Ranch High
• Setting up and cleaning after Election Day at Dickinson Elementary
• Providing ant control at McNeill Elementary
• Removing bats from Travis Elementary and George Junior High
• Removing wasps from Jackson Elementary
• Providing bee control at the Development Center
• Setting up for the track meet at George Ranch High
• Relocating tables to various schools throughout the District
• Moving choir risers from Foster High to Huggins Elementary
• Creating the additional parking lot at Hubenak Elementary

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

### EXECUTIVE REPORT

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>COMMITTED</th>
<th>UNCOMMITTED</th>
<th>PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW FACILITIES</td>
<td>195,237,324.00</td>
<td>10,070,558.69</td>
<td>15,713,618.20</td>
<td>169,453,147.11</td>
</tr>
<tr>
<td>EXISTING FACILITIES</td>
<td>23,734,459.00</td>
<td>146,866.95</td>
<td>4,778,974.62</td>
<td>18,808,460.67</td>
</tr>
<tr>
<td>LAND</td>
<td>2,918,653.00</td>
<td>1,600.00</td>
<td>294.19</td>
<td>2,916,758.81</td>
</tr>
<tr>
<td>TRANSPORTATION</td>
<td>6,100,779.00</td>
<td>-</td>
<td>836,905.00</td>
<td>5,263,874.00</td>
</tr>
<tr>
<td>TECHNOLOGY</td>
<td>21,168,000.00</td>
<td>17,763.29</td>
<td>2,536,421.63</td>
<td>3,951,362.55</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>249,159,215.00</strong></td>
<td><strong>10,236,788.93</strong></td>
<td><strong>23,866,213.64</strong></td>
<td><strong>200,393,603.14</strong></td>
</tr>
</tbody>
</table>
Current 2011 Bond Program Projects:

Churchill Fulshear (Jr.) HS, & sitework:
(Refer to Design Development booklet for floor plans)

Project meetings with PBK, Drymalla, Gilbane, and LCISD are continuing on a bi-weekly basis.

- Punch list walks for both schools are ongoing and near completion. Final punch walk with Drymalla, PBK, and Gilbane are scheduled this month.
- Smart boards, projectors, casework, and marker board installations are installed.
- All lockers have been delivered and 100% installed.
- Fire Marshall’s Final Inspections are scheduled. Drymalla has completed the items noted on previous inspection.
- MDF and IDF rooms are ongoing.
- Lighting and chairs are complete in the auditorium.
- Gym floors are complete. Bleachers, scoreboards, and final paint complete.
- Track has been filled, tested, and asphalt is complete. Final rubberized asphalt is being installed and ongoing.
- Long jump and shot put areas are ongoing.
- Competition football field is sodded, scoreboard, goal post, bleachers, press box all installed.
- Tennis court surfacing is complete. Netting is installed.
- Baseball competition fencing is complete, bleachers and press box is installed.
- Baseball field netting is installed.
- Site sodding and hydro-mulch is ongoing and near complete.
- Parking and Fire Lane striping is 95% complete.
- Tie in to FM 1093 is complete.
- Detention pond work is ongoing. All compaction testing exceeded specified limits. Contractor is currently seeding and hydro mulching the pond banks.
- Fire alarm testing is waiting for sign off by Fire Marshall final inspection.
- Health department initial inspected complete. Punch list items are complete and ready for final inspection this month.
- Approximately 99% of the site paving is complete.

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

- Installation of ceiling tile is 99% complete.
- Casework is 99% complete.
- CMU walls are installed. Finish paint is complete.
- All lockers are installed.
- Restroom partitions and accessories are complete.

Dean Leaman JHS

- Floor tile in the cafeteria is complete. Fur downs, lighting fixtures, and ceiling tile are installed.
- Finish painting ongoing down Main Street.
- Gym flooring is complete and final sealed, finish paint is complete. Scoreboards and bleachers are installed.
- Case work is 99% complete.
- Restroom partitions, epoxy flooring, and accessories are complete.
- Smart boards, projectors, casework, and marker boards installation are complete.
- Punch list walks for both schools are ongoing and near completion. Final punch walk with Drymalla, PBK, and Gilbane are scheduled this month.

Satellite Transportation Center Phase II:

- Certificate of Occupancy was issued February 9, 2016.

New AG Barn #2:

- Construction documents are currently being prepared by VLK.
- Plat has been approved by City of Houston Planning and will be presented to City Council next month.
**2011 Bond Closed Projects:**

**Adolphus Elementary**
New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with Promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking, and separate bus drop off areas.
*Uncommitted funds as of June 1, 2016: $968,368.51*

**Agricultural Barn Renovations**
The renovation included adding a new 10’ canopy around ¾ of the building, added ventilation fans, new men and women restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras and new tarps for all of the animal pens.
*Uncommitted funds as of June 1, 2016: $59,322.73*

**George Ranch High School Build-Out**
The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.
*Uncommitted funds as of June 1, 2016: $1,000,871.28*

**Polly Ryon Middle School**
The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking and separate bus drop off areas.
*Uncommitted funds as of June 1, 2016: $1,083,368.69*

**Traylor Stadium Track & Turf**
The project included the replacement of the turf & subgrade for the competition football field, as well as installation of a new track surface.
*Uncommitted funds as of June 1, 2015: $0.00*

**District Competition Natatorium**
The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.
*Uncommitted funds as of June 1, 2016: $495,714.05*
Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

**Terry High School (Rosenberg, TX):** Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

*Uncommitted funds as of June 1, 2016: $600,993.12*

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

*Uncommitted funds as of June 1, 2016: $423,579.04*

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

*Uncommitted funds as of May 1, 2016: $13,575.35*

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

*Uncommitted funds as of June 1, 2016: $184,453.45*

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

*Uncommitted funds as of June 1, 2016: $658,591.95*
Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES, **Closeout of the project is expected in January, 2015.**

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

*Uncommitted funds as of June 1, 2016: $20,652.00*

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

*Uncommitted funds as of June 1, 2016: $131,466.50*

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

*Uncommitted funds as of June 1, 2016: $59,641.00*

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

*Uncommitted funds as of June 1, 2016: $13,575.35*

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

*Uncommitted funds as of June 1, 2016: $29,923.47*

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

*Uncommitted funds as of June 1, 2016: $18,379.72*

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

*Uncommitted funds as of June 1, 2016: $19,602.13*

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

*Uncommitted funds as of June 1, 2016: $16,764.57*
Arredondo Elementary School (Richmond TX):

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX

Uncommitted funds as of June 1, 2016: 1,668,190.94

The Traylor Stadium:

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

Uncommitted funds as of June 1, 2016: $521,731.17


Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 1, 2016: $7,342.99

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 1, 2016: $11,091.00

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 1, 2016: $7,743.00

Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy. Uncommitted funds as of June 1, 2016: $29,019.00

Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler. Uncommitted funds as of June 1, 2016: $21,698.57

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of June 1, 2016: $247,843.00

Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.

Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting. Uncommitted funds as of June 1, 2016: $33,513.01

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of June 1, 2016: $6,580.82
Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas. Uncommitted funds as of June 1, 2016: $53,371.11
## 2011 Bond Program Master Schedule

<table>
<thead>
<tr>
<th>Bond Projects</th>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Elementary Schools</td>
<td></td>
</tr>
<tr>
<td>Adolphus Elementary</td>
<td>$15,710,070</td>
</tr>
<tr>
<td>Arredondo Elementary</td>
<td>$18,738,620</td>
</tr>
<tr>
<td>New Middle/Jr High Schools</td>
<td></td>
</tr>
<tr>
<td>Polly Ryan Middle School</td>
<td>$15,455,109</td>
</tr>
<tr>
<td>Lasman Junior High</td>
<td>$41,386,418</td>
</tr>
<tr>
<td>New High School</td>
<td></td>
</tr>
<tr>
<td>Fulshear High School</td>
<td>$82,201,089</td>
</tr>
<tr>
<td>New Support Facilities</td>
<td></td>
</tr>
<tr>
<td>Natatorium</td>
<td>$13,014,256</td>
</tr>
<tr>
<td>Satellite Transportation Phase 2</td>
<td>$3,599,370</td>
</tr>
<tr>
<td>CTE - New Ag Barn</td>
<td>$3,316,295</td>
</tr>
<tr>
<td>Lamar HS Baseball/Softball</td>
<td>(Funded from 06)</td>
</tr>
<tr>
<td>Existing Facilities</td>
<td></td>
</tr>
<tr>
<td>GRHS Shell Build-Out</td>
<td>$2,509,191</td>
</tr>
<tr>
<td>Traylor Stadium Improvements</td>
<td>$3,033,608</td>
</tr>
<tr>
<td>Traylor Stadium - Track &amp; Turf</td>
<td>$980,560</td>
</tr>
<tr>
<td>Austin Elementary</td>
<td>$816,000</td>
</tr>
<tr>
<td>Dickinson Elementary</td>
<td>$106,000</td>
</tr>
<tr>
<td>Huggins Elementary</td>
<td>$480,000</td>
</tr>
<tr>
<td>Pink Elementary</td>
<td>$48,000</td>
</tr>
<tr>
<td>Seguin Elementary</td>
<td>$240,000</td>
</tr>
<tr>
<td>Williams Elementary</td>
<td>$312,900</td>
</tr>
<tr>
<td>Bowie Elementary</td>
<td>$366,000</td>
</tr>
<tr>
<td>Campbell Elementary</td>
<td>$42,000</td>
</tr>
<tr>
<td>Frost Elementary</td>
<td>$66,000</td>
</tr>
<tr>
<td>Jackson Elementary</td>
<td>$1,440,000</td>
</tr>
<tr>
<td>Meyer Elementary</td>
<td>$540,000</td>
</tr>
<tr>
<td>Travis Elementary</td>
<td>$1,237,200</td>
</tr>
<tr>
<td>Beasley Elementary</td>
<td>$150,000</td>
</tr>
<tr>
<td>Taylor Ray Elementary</td>
<td>$402,000</td>
</tr>
<tr>
<td>Smith Elementary</td>
<td>$18,000</td>
</tr>
<tr>
<td>Navarro Middle School</td>
<td>$247,200</td>
</tr>
<tr>
<td>Waxahock/Middle School</td>
<td>$64,800</td>
</tr>
<tr>
<td>George Junior High School</td>
<td>$2,671,800</td>
</tr>
<tr>
<td>George Junior High School - CTE</td>
<td>$90,000</td>
</tr>
<tr>
<td>Lamar Junior High School</td>
<td>$192,000</td>
</tr>
<tr>
<td>Foster High School - CTE</td>
<td>$255,000</td>
</tr>
<tr>
<td>Lamar Consolidated High School</td>
<td>$576,000</td>
</tr>
<tr>
<td>Lamar Consolidated - CTE</td>
<td>$225,000</td>
</tr>
<tr>
<td>Terry High School</td>
<td>$2,117,040</td>
</tr>
<tr>
<td>Terry High School - CTE</td>
<td>$1,900,000</td>
</tr>
<tr>
<td>Alternative Learning Center</td>
<td>$1,124,400</td>
</tr>
<tr>
<td>ALC - CTE</td>
<td>$275,000</td>
</tr>
<tr>
<td>Agriculture Barn</td>
<td>$558,256</td>
</tr>
<tr>
<td><strong>Total Construction</strong></td>
<td>$217,212,982</td>
</tr>
</tbody>
</table>

| Other Programs                    |                |
| Land Purchase                     | $2,700,000     |
| Technology                        | $21,168,000    |
| Transportation                    | $6,100,779     |
| Miscellaneous                     | $1,977,454     |
| **Total Bond Program**            | $249,159,215   |

**LEGEND**
- **Funding**
- **Land Purch.**
- **Design**
- **Bid & Award**
- **Construction**
- **Close-Out**
HIGH SCHOOLS
1 Foster High School  832-223-3800
2 George Ranch High School  832-223-4200
3 Lamar Consolidated High School  832-223-3000
4 Terry High School  832-223-3400

JUNIOR HIGH SCHOOLS
5 Briscoe Junior High  832-223-4000
6 George Junior High  832-223-3600
7 Lamar Junior High  832-223-3200
8 Reading Junior High  832-223-4400

MIDDLE SCHOOLS
9 Navarro Middle  832-223-3700
10 Ryon Middle  832-223-4500
11 Wertheimer Middle  832-223-4100
12 Wessendorff Middle  832-223-3300

ELEMENTARY SCHOOLS
13 Adolphus Elementary  832-223-4700
14 Arredondo Elementary  832-223-4800
15 Austin Elementary  832-223-1000
16 Beasley Elementary  832-223-1100
17 Bowie Elementary  832-223-1200
18 Campbell Elementary  832-223-1300
19 Dickinson Elementary  832-223-1400
20 Frost Elementary  832-223-1500
21 Hubenak Elementary  832-223-2900
22 Huggins Elementary  832-223-1600
23 Hutchison Elementary  832-223-1700
24 Jackson Elementary  832-223-1800
25 Long Elementary  832-223-1900
26 McNeil Elementary  832-223-2800
27 Meyer Elementary  832-223-2000
28 Pink Elementary  832-223-2100
29 Ray Elementary  832-223-2400
30 Smith Elementary  832-223-2300
31 Thomas Elementary  832-223-4600
32 Travis Elementary  832-223-2500
33 Velasquez Elementary  832-223-2600
34 Williams Elementary  832-223-2700

DISTRICT FACILITIES/SPECIAL SITES
35 Seguin ECC  832-223-2200
36 1621 Place  832-223-0950
37 Administrative Annex  832-223-0000
38 Alternative Learning Center  832-223-0900
39 Brazos Crossing Admin Building  832-223-0000
40 Common Threads  832-223-0342
41 Development Center  832-223-0000
42 Fort Bend Alternative School  281-239-3431
43 Fulshear Transportation Center  832-223-0551
44 Rosenberg Transportation Center  832-223-0289
45 Special Needs Center  832-223-0960

Rosenberg Civic Center
Oak Bend Medical Center
Fort Bend County Fairgrounds
Hubenak ES
Dickinson ES
Lamar Consolidated HS
George Ranch HS
Campbell ES
Beasley ES
Navarro MS
Reading JH
Lamar JH
George JH
Wessendorff MS

Site for Secondary Complex #5
Satelite Transportation Center/
Administrative Annex
Powell Point
Development Center
Williams ES
Velasquez ES
1621 Place
Alternative Learning Center
Travis ES
Thomas ES
Smith ES
Ray ES
Pink ES
Meyer ES

www.lcisd.org
EXECUTIVE SUMMARY

<table>
<thead>
<tr>
<th>Bond Sale 1</th>
<th>Current Budget</th>
<th>Committed</th>
<th>Projected Commitments</th>
<th>Actuals Paid</th>
<th>Estimated Cost at Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carl Briscoe Bentley Elementary School (#24)</td>
<td>22,010,055.00</td>
<td>19,826,428.00</td>
<td>2,187,030.00</td>
<td>5,176,777.62</td>
<td>22,010,055.00</td>
</tr>
<tr>
<td>Kathleen Joerger Lindsey Elementary School (#25)</td>
<td>23,770,861.00</td>
<td>1,589,745.00</td>
<td>22,181,116.00</td>
<td>903,250.50</td>
<td>23,770,861.00</td>
</tr>
<tr>
<td>Elementary 26</td>
<td>24,959,404.00</td>
<td>1,002,386.00</td>
<td>23,957,018.00</td>
<td>221,561.00</td>
<td>24,959,404.00</td>
</tr>
<tr>
<td>FHS Baseball</td>
<td>40,000.00</td>
<td>29,250.00</td>
<td>10,750.00</td>
<td>29,250.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>FHS Water Plant</td>
<td>990,000.00</td>
<td>48,000.00</td>
<td>942,000.00</td>
<td>30,000.00</td>
<td>990,000.00</td>
</tr>
<tr>
<td>HVAC Web Controls</td>
<td>1,056,000.00</td>
<td>54,000.00</td>
<td>1,002,000.00</td>
<td>0.00</td>
<td>1,056,000.00</td>
</tr>
<tr>
<td>LCISD Band Hall</td>
<td>700,000.00</td>
<td>30,000.00</td>
<td>670,000.00</td>
<td>30,000.00</td>
<td>700,000.00</td>
</tr>
<tr>
<td>Pink Elementary- Foundation</td>
<td>1,056,000.00</td>
<td>459,328.00</td>
<td>596,672.00</td>
<td>108,960.00</td>
<td>1,056,000.00</td>
</tr>
<tr>
<td>Practice Pool - Foster High School</td>
<td>8,855,872.00</td>
<td>491,598.00</td>
<td>8,364,274.00</td>
<td>23,400.00</td>
<td>8,855,872.00</td>
</tr>
<tr>
<td>Practice Pool - Fulshear High School</td>
<td>8,855,872.00</td>
<td>491,598.00</td>
<td>8,364,274.00</td>
<td>23,330.00</td>
<td>8,855,872.00</td>
</tr>
<tr>
<td>Practice Pool - George Ranch High School</td>
<td>8,855,872.00</td>
<td>491,598.00</td>
<td>8,364,274.00</td>
<td>0.00</td>
<td>8,855,872.00</td>
</tr>
<tr>
<td>Support Services Center</td>
<td>12,146,000.00</td>
<td>589,690.00</td>
<td>11,556,310.00</td>
<td>560,505.00</td>
<td>12,146,000.00</td>
</tr>
<tr>
<td>THS Band Hall</td>
<td>700,000.00</td>
<td>30,000.00</td>
<td>670,000.00</td>
<td>30,000.00</td>
<td>700,000.00</td>
</tr>
<tr>
<td>THS Baseball</td>
<td>975,000.00</td>
<td>46,000.00</td>
<td>927,000.00</td>
<td>26,000.00</td>
<td>975,000.00</td>
</tr>
<tr>
<td>Sub Total - Bond Sale 1</td>
<td>114,970,936.00</td>
<td>25,181,621.00</td>
<td>89,792,718.00</td>
<td>7,186,434.12</td>
<td>114,970,936.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond Sale 2</th>
<th>Current Budget</th>
<th>Committed</th>
<th>Projected Commitments</th>
<th>Actuals Paid</th>
<th>Estimated Cost at Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary 27</td>
<td>24,959,404.00</td>
<td>1,002,385.00</td>
<td>23,957,019.00</td>
<td>0.00</td>
<td>24,959,404.00</td>
</tr>
<tr>
<td>Elementary 28</td>
<td>26,207,374.00</td>
<td>1,002,385.00</td>
<td>25,204,989.00</td>
<td>0.00</td>
<td>26,207,374.00</td>
</tr>
<tr>
<td>Fulshear 6th Grade School</td>
<td>22,342,493.00</td>
<td>893,700.00</td>
<td>21,448,793.00</td>
<td>0.00</td>
<td>22,342,493.00</td>
</tr>
<tr>
<td>Fulshear Shell</td>
<td>3,849,077.00</td>
<td>179,026.00</td>
<td>3,670,051.00</td>
<td>0.00</td>
<td>3,849,077.00</td>
</tr>
<tr>
<td>Satellite Ag Barn</td>
<td>3,786,750.00</td>
<td>189,000.00</td>
<td>3,597,750.00</td>
<td>0.00</td>
<td>3,786,750.00</td>
</tr>
<tr>
<td>Sub Total - Bond Sale 2</td>
<td>81,145,098.00</td>
<td>3,266,496.00</td>
<td>77,878,602.00</td>
<td>0.00</td>
<td>81,145,098.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>196,116,034.00</td>
<td>28,448,117.00</td>
<td>167,671,320.00</td>
<td>7,186,434.12</td>
<td>196,116,034.00</td>
</tr>
</tbody>
</table>

PROGRAM OVERVIEW
Vanir | Rice & Gardner are serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects, and contractors. We are the liaison between LCISD Administration, Departments and Schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

Accomplishments This Month:

- Held Design Charrettes for the New Elementary Schools planned for Elementary Schools #26, #27 and #28 at Arredondo Elementary.
- Completed programming for the Practice Pools at the three high schools.
- Presented how Lamar CISD was using the Program Management Software eBuilder to San Jacinto College System who is considering a similar system.
- Started construction at Kathleen Joerger Lindsey Elementary School (#25).
CARL BRISCOE BENTLEY ELEMENTARY SCHOOL

SCHEDULE MILESTONES
- Current Phase: Construction
- Construction Start: October 16, 2015
- Substantial Completion: November 18, 2016

OVERVIEW
- Underground utility site work is 90% complete.
- Grade beam placement is approximately 75% complete with another 5% being formed.
- Erection of steel framing has begun and is approximately 10% complete.
- Concrete paving on the parking lots and drives is approximately 60% complete.
- Continued rain has further slowed the progress of the work. Contractor will revise the sequence of construction to make up the lost time.
- As of 5/30/16, the construction contract is approximately 27% complete.
KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL

SCHEDULE MILESTONES
• Current Phase: Construction Documents
• Construction Start: April 22, 2016
• Substantial Completion: June 23, 2017

OVERVIEW
• The site is located in the Firethorne Subdivision in the north area of the District.
• Drymalla Construction was awarded the construction contract at the April Board Meeting.
• Notice to Proceed was issued on April 22, 2016.
• Clearing and grubbing of the site is complete.
• Submittals status 20% complete.
• MUD approval to complete permitting is in progress.
NEW ELEMENTARY SCHOOL #26 & #27

OVERVIEW

- VLK Architects was selected in March 2016 for the design of new Elementary Schools #26, #27 and #28.

- Reviews of curriculum and the educational delivery methods used by Lamar CISD were completed.

- A Building Committee was selected and has been actively assisting the architects to vision how a new school should be designed to meet the needs of the District.

- A concept design has been developed using a “Design Charrette” process with the Building Committee.

- Refinement of the Design concept is progressing. VLK Architects will be presenting developed conceptual designs in June.

- Sites have not yet been identified for these schools.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 2nd Quarter 2017
- Contract Completion: Third Quarter 2018
PINK ELEMENTARY SCHOOL

OVERVIEW
Pink Elementary School Repairs

- Work to repair Pink Elementary School will be broken into two phases:
  - Phase 1 will replace damaged underground storm/sanitary piping and repair exterior sealants, roofing and concrete work during the summer of 2016.
  - Phase 2 will repair the cracks in exterior and interior walls, adjust ceilings, adjust doors that need alignment and re-level some floor areas.

SCHEDULE MILESTONES

- Current Phase: Design Development

  Phase 1 Plumbing Repairs
  Exterior Building repairs for water intrusion

  - Construction Start: June 2016
  - Construction Completion: August 2016

  Phase 2 Crack Repairs

  - Construction Start: June 2017
  - Construction Completion: August 2017
SUPPORT SERVICES CENTER

The Support Services facility project will provide space to expand Purchasing & Materials Management, Food Service Support, Maintenance & Operations and Graphic Arts.

SCHEDULE MILESTONES
- Current Phase: Programming
- Construction Start: 4th Quarter 2016
- Construction Completion: 3rd Quarter 2017

OVERVIEW
- Preliminary construction costs estimates have been received and the Building Committee has reviewed the planned scope of work.
- The scope has evolved to a combination of new structures to house Maintenance on the new site, and to renovate the existing structures to house the other Support Services functions.
- Schematic Design is ongoing based on the selected concept.
PRACTICE POOLS
George Ranch High School
Foster High School
Fulshear High School

SCHEDULE MILESTONES
- Current Phase: Program Development
- Construction Start: Under Review
- Construction Completion: Under Review

OVERVIEW
- The Program Development phase has been completed and has established:
  - Site locations of the Practice Pools at each campus.
  - The building size and pool configuration.
- The Board has approved the Program and authorized the Design Phase to commence.
BASEBALL COMPLEX
Terry High School

OVERVIEW
- Building Committee has continued to meet to finalize the scope of the work.
- Conceptual design and cost breakdown has been reviewed by the Building Committee.
- The prioritization of the Baseball / Softball complex improvements has been ongoing and will require some work to be provided through Maintenance & Operations.

SCHEDULE MILESTONES
- Current Phase: Program Development
- Construction Start: 3rd Quarter 2016
- Construction Completion: 2nd Quarter 2017
BAND HALL ADDITIONS
Lamar Consolidated High School
Terry High School

OVERVIEW
- Building Committee has continued to meet to finalize the scope of the work at both schools to provide a new Rehearsal Hall on each campus.
- A conceptual design based on the Building Committee’s program requirements is being finalized.

SCHEDULE MILESTONES
- Current Phase: Program Development
- Construction Start: 4th Quarter 2016
- Construction Completion: 3rd Quarter 2017
SATELLITE AG BARN #3

SCHEDULE MILESTONES
- Current Phase: Program Development
- Construction Start: Pending Site Selection
- Construction Completion: TBD

OVERVIEW
- A detailed program of requirements and building area requirements have been developed by the Architects following multiple meetings with the Building Committee.
- Satellite Ag Barn #2 and #3 are being programmed together.
- A Site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE

SCHEDULE MILESTONES
- Current Phase: Design
- Construction Start: 4th Quarter 2016
- Construction Completion: 2nd Quarter 2017

OVERVIEW
- Planned work will add off-street parent drop-off / pick-up to relieve the traffic congestion on the streets leading up to the school.
- Additional on-site parking is also planned.
- A traffic study is being performed to review the traffic counts at all points to confirm the design will improve congestion at the site.
- Work is planned to begin in the Fall 2016.
FOSTER HIGH SCHOOL WATER PLANT UPGRADES

OVERVIEW
- Have met with KCI Technologies to outline the scope of work for the upgrades.
- Plan is to add a new water well and storage tank to provide sufficient capacity for the 3 school campus.

SCHEDULE MILESTONES
- Current Phase: Programming
- Construction Start: TBD
- Construction Completion: TBD

HVAC WEB-BASED CONTROLS

OVERVIEW
- Have met with Estes, McClure & Associates to outline the scope of work for the controls project.
- 8 schools changing from dial-up modem to web-based controls.
- Will require changing of control modules throughout schools.

SCHEDULE MILESTONES
- Current Phase: Programming
- Construction Start: TBD
- Construction Completion: TBD
FUTURE PROJECTS

OVERVIEW

• The future projects in the 2014 Bond Program will be reported on as they begin:

• Bond Sale 2
  a. Elementary #28
  b. Fulshear 6th Grade School
  c. Fulshear Shell Space Build-Out

COMPLETED PROJECTS

Foster High School Baseball Scoreboard  Completed March 2016
INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:
During the month of April, the following changes were made:

- Trainees hired: 1
- Full time drivers hired: 0
- Bus aides hired: 0
- Drivers resigned: 2
- Bus Aides resigned: 0

As of the date of this report, we have:

- Total Drivers in Training: 2
- Waiting on skills test: 1
- Ready to take a route: 2

Hiring Incentive Paid: Employee Referrer
Initial 3 1
Six Months 5 4

ACCIDENTS:
There were six (6) accidents in May
There were three (3) in April

<table>
<thead>
<tr>
<th>Date</th>
<th>Bus #</th>
<th>Track</th>
<th>Preventable</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/06/16</td>
<td>202</td>
<td>Lamar</td>
<td>Preventable</td>
<td>Mirror hit gate</td>
</tr>
<tr>
<td>05/09/16</td>
<td>412</td>
<td>Terry/SPED</td>
<td>Preventable</td>
<td>Bumped rear of truck</td>
</tr>
<tr>
<td>05/11/16</td>
<td>276</td>
<td>Terry</td>
<td>Preventable</td>
<td>Mirror hit mirror of truck</td>
</tr>
<tr>
<td>05/12/16</td>
<td>103</td>
<td>Lamar</td>
<td>Preventable</td>
<td>Rolled into car</td>
</tr>
<tr>
<td>05/23/16</td>
<td>235</td>
<td>Trip</td>
<td>Preventable</td>
<td>Tire scrapped truck</td>
</tr>
<tr>
<td>05/25/16</td>
<td>251</td>
<td>Foster</td>
<td>Preventable</td>
<td>Hit gate controller</td>
</tr>
</tbody>
</table>

FIELD TRIPS:

<table>
<thead>
<tr>
<th>Site</th>
<th>Number of Trips</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosenberg</td>
<td>348</td>
<td>26,694</td>
</tr>
<tr>
<td>Fulsheer</td>
<td>52</td>
<td>8,036</td>
</tr>
</tbody>
</table>

VEHICLE MAINTENANCE:
The Maintenance Department responded to a total of eleven (11) breakdowns where the bus needed attention or replacement on the road.
Fuel Usage (gallons)

<table>
<thead>
<tr>
<th></th>
<th>Rosenberg</th>
<th>Fulshear</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel</td>
<td>31,023</td>
<td>14,567</td>
</tr>
<tr>
<td>Unleaded</td>
<td>5,966</td>
<td>285</td>
</tr>
</tbody>
</table>

ROUTING AND SCHEDULING:
We have the following routes in operation at the present time. A full ABDE route is one route that covers A-morning elementary, B-morning secondary, D-afternoon elementary and E-secondary.

- Full ABDE Routes: 136
- Partial Routes: 28
- Special Needs Routes: 34
- Special Needs Mid-days: 28
- Pre-K Mid-days: 12
- Doubled Runs: 3

TRAINING AND OTHER EVENTS:
Friday, May 13, the department held its annual end of the year picnic with hamburgers and hotdogs at the Rosenberg facility. During the lunch, we gave over $500 in cash donations to an employee whose house had burned earlier in the week. We also recognized some of our employees who had reached significant milestones in tenure with us.

STUDENT DISCIPLINE:
A total of 347 discipline reports were issued in May, up from 290 in April. The increase is very typical as we approach the end of the year.

Resource Persons:
Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation
INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE:

The Maintenance & Operations Department has completed gathering information for the installation of new six (6) foot galvanized fences. These estimates total $386,920. A specification for vendors has been put together. The elementary school principals are now being consulted with to finalize the specification. This project will need to be advertised and the successful vendor will be brought to the Regular Board Meeting in July. Below is the list of elementary school campuses that are considered:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Length (ft)</th>
<th>Rate ($/ft)</th>
<th>Total Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Elementary</td>
<td>1,410</td>
<td>20</td>
<td>28,200</td>
</tr>
<tr>
<td>Beasley Elementary</td>
<td>1,390</td>
<td>20</td>
<td>27,800</td>
</tr>
<tr>
<td>Bowie Elementary</td>
<td>1,776</td>
<td>20</td>
<td>35,520</td>
</tr>
<tr>
<td>Campbell Elementary</td>
<td>1,845</td>
<td>20</td>
<td>36,900</td>
</tr>
<tr>
<td>Dickinson Elementary</td>
<td>695</td>
<td>20</td>
<td>13,900</td>
</tr>
<tr>
<td>Frost Elementary</td>
<td>645</td>
<td>20</td>
<td>12,900</td>
</tr>
<tr>
<td>Hubenak Elementary</td>
<td>490</td>
<td>20</td>
<td>9,800</td>
</tr>
<tr>
<td>Hutchison Elementary</td>
<td>470</td>
<td>20</td>
<td>9,400</td>
</tr>
<tr>
<td>Huggins Elementary</td>
<td>645</td>
<td>20</td>
<td>12,900</td>
</tr>
<tr>
<td>Long Elementary</td>
<td>1,350</td>
<td>20</td>
<td>27,000</td>
</tr>
<tr>
<td>McNeill Elementary</td>
<td>1,600</td>
<td>20</td>
<td>32,000</td>
</tr>
<tr>
<td>Meyer Elementary</td>
<td>1,535</td>
<td>20</td>
<td>30,700</td>
</tr>
<tr>
<td>Pink Elementary</td>
<td>1,570</td>
<td>20</td>
<td>31,400</td>
</tr>
<tr>
<td>Ray &amp; Travis Elementary</td>
<td>1,745</td>
<td>20</td>
<td>34,900</td>
</tr>
<tr>
<td>Thomas Elementary</td>
<td>30</td>
<td>20</td>
<td>600 + gates</td>
</tr>
<tr>
<td>Velasquez Elementary</td>
<td>395</td>
<td>20</td>
<td>7,900</td>
</tr>
<tr>
<td>Williams Elementary</td>
<td>1,755</td>
<td>20</td>
<td>35,100</td>
</tr>
</tbody>
</table>

CHILLER REPLACEMENTS:

VANIR/Rice & Gardner have now contracted to assist with this project. The engineering firm EMA has been approached to provide a proposal for this project. The schedule for this chiller project will bring the completion after January 2017. This also allows the District to take advantage of the Schools Conserving Resources Program (SCORE) and receive rebates for this project.

<table>
<thead>
<tr>
<th>School Name</th>
<th>Chiller Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wessendorff</td>
<td>(2) 185 ton</td>
</tr>
<tr>
<td>Travis Elementary</td>
<td>(1) 140 ton</td>
</tr>
<tr>
<td>Alternative Learning Center</td>
<td>(1) 30 ton</td>
</tr>
<tr>
<td>Seguin Early Childhood Center</td>
<td>(1) 140 ton</td>
</tr>
<tr>
<td>Frost Elementary</td>
<td>(2) 215 ton</td>
</tr>
<tr>
<td>Huggins Elementary</td>
<td>(1) 185 ton</td>
</tr>
</tbody>
</table>
PARKING LOT LIGHTING RETROFIT:

Maintenance and Operations with the assistance of the Purchasing Department has determined that this project has time and will best benefit the District to proceed with Competitive Sealed Proposals (CSP) and advertise to receive proposals in July. Since the District is a member of the Schools Conserving Resources Program (SCORE), it does qualify to receive possible rebates. The actual amount of incentives will not be known until the project has been approved and a known completion date is established. The funds in the SCORE program are budgeted annually and are subject to availability. The latest discussion with our representative indicates that all current funds in the program are accounted for this year. We want to maximize the SCORE Program rebate and are not ready to bring this project to the Board for approval at this time.

Resource Person: Kevin McKeever, Administrator for Operations
VLK Architects was selected in March 2016 to design a new prototype elementary school for the remaining three schools included in the 2014 Bond. A building committee was selected to include District administrators, principals, teachers, parents and students to prioritize goals for the new school design.

Prior to beginning work on a new design, VLK Architects conducted a facility evaluation of the existing elementary schools to identify what works well and what could be improved upon. Two design charrettes were held with the building committee in May to develop a concept design that will be further developed into a schematic design.

VLK Architects will present their process and resulting concept design and outline their next steps in completing the new school design. Once design is completed and sites are selected, competitive sealed proposals will be solicited in the first quarter of 2017 for the construction of Carter Elementary and Culver Elementary.

Concept design document booklets will be provided under separate cover.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
A significant portion of the annual budget for Lamar CISD relates to the salaries and benefits paid to employees. Salaries are based on a district-wide pay system for the organization that blends common management needs with employee expectations. Management needs to recruit, hire, and retain good employees while paying the proper amount for job value. Employees expect to receive fair pay for their job responsibilities that is comparable to what other employers pay for the same work, and they expect pay increases for continued service.

The District’s Compensation Plan summarizes all positions approved by the Board of Trustees. Jobs are organized into families/categories and separated by pay grades that measure job value. Job value is “priced” based on market conditions. Periodically, comparative analyses are necessary to ensure that the District is retaining its competitive position in the marketplace. These analyses are typically done as part of the annual budget process.

Data for salaries paid in certain hourly/non-exempt categories was requested by the Board in May so that informed decisions could be made during the budget process regarding base wages and potential salary increases (raises).

Attached are the 2015-16 Pay Grade Tables for Manual Trades and Clerical/Paraprofessional employees. Below is a salary summary report depicting the 500 employees whose hourly wages are less than $10 per hour, between $10 and $11 per hour, or more than $11 per hour within the following Pay Grades:

- Manual Trades, Pay Grades 1 and 2
- Clerical/Paraprofessional, Pay Grade 1

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Less than $10.00</th>
<th>$10.00 to $11.00</th>
<th>More than $11.00</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical 1</td>
<td>0</td>
<td>44</td>
<td>49</td>
<td>93</td>
</tr>
<tr>
<td>Manual 1</td>
<td>200</td>
<td>39</td>
<td>24</td>
<td>263</td>
</tr>
<tr>
<td>Manual 2</td>
<td>19</td>
<td>47</td>
<td>78</td>
<td>144</td>
</tr>
<tr>
<td>Total</td>
<td>219</td>
<td>130</td>
<td>151</td>
<td>500</td>
</tr>
</tbody>
</table>

Submitted by: Dr. Kathleen Bowen, Chief Human Resource Officer
              Jill Ludwig, CPA, RTSBA, Chief Financial Officer
# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
## 2015-16 COMPENSATION PLAN
### MANUAL TRADES

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Job Title</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Culinary Helper</td>
<td>$8.95</td>
<td>$11.19</td>
<td>$13.43</td>
</tr>
<tr>
<td></td>
<td>Custodian, Day (Secondary)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Custodian, Night</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Custodian, Rotating Crew</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Laundry Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Aide, Bus</td>
<td>$9.87</td>
<td>$12.04</td>
<td>$14.20</td>
</tr>
<tr>
<td></td>
<td>Athletic Field Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Custodian, Lead I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Laundry Worker, Sr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specialist 1, Culinary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Traffic Control Monitor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Warehouse Driver I</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
## 2015-16 COMPENSATION PLAN
### CLERICAL/PARAPROFESSIONAL

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Job Title</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Aide, Bilingual/ESL</td>
<td>$10.58</td>
<td>$13.23</td>
<td>$15.87</td>
</tr>
<tr>
<td></td>
<td>Aide, Compensatory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aide, Instructional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aide, Physical Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aide, Pre-Kindergarten</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aide, Project LEARN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aide, Special Assignment Class</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aide, Title I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk, Elementary/Secondary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk, Monitor (2.5 hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk, Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INFORMATION ITEM: STABILITY BALL SURVEY AND PILOT INFORMATION

BACKGROUND INFORMATION:

A survey on stability balls was sent to all elementary principals to collect information on the level of teacher interest at the third and fifth grades.

Attachment #1

The attached survey can be summarized as follows for teachers responding:

- 33 teachers did not know what stability balls were.
- 67 teachers had little interest to moderate interest in stability balls.
- 94 teachers indicated an extreme interest in stability balls.

Comments are included on the attached survey.

Attachment #2

In addition, a count is included of all elementary campuses which currently have stability balls and the manner of purchase.

A pilot of various alternative seating arrangements is being conducted at Lamar Junior High to determine the most effective and functional types of alternative furniture. (This is not a scientific study.) Its purpose is to ascertain the usability of a select group of furniture during the 2016-2017 academic school year by junior high students.

The results of the pilot will be shared with all principals prior to the development of new Campus Improvement Plans for the 2017-2018 school year.

Resource Person: Valerie Vogt, Academic Administrator
## 3rd and 5th Grade Campus Stability Ball Results

<table>
<thead>
<tr>
<th>Campus</th>
<th># of Responses Received</th>
<th>0 do not know what one is</th>
<th>1 little interest</th>
<th>2 moderate interest</th>
<th>3 extremely interested</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adolphus</td>
<td>9</td>
<td>0</td>
<td>4</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Arredondo</td>
<td>8</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>Verbal response given from principal, 5 teachers did not know what the stability balls were.</td>
</tr>
<tr>
<td>Austin</td>
<td>7</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Beasley</td>
<td>7</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Bowie</td>
<td>11</td>
<td>5</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Campbell</td>
<td>10</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Dickinson</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Frost</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Hubenak</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Huggins</td>
<td>11</td>
<td>0</td>
<td>2</td>
<td>5</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Hutchison</td>
<td>11</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Jackson</td>
<td>7</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Long</td>
<td>8</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>McNeill</td>
<td>16</td>
<td>0</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>Seems it may create distractions,</td>
</tr>
<tr>
<td>Meyer</td>
<td>13</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Pink</td>
<td>11</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>Very strongly! It only works for certain children, not class as a whole (my experience),</td>
</tr>
<tr>
<td>Ray</td>
<td>11</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Smith</td>
<td>8</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Campus</td>
<td># of Responses Received</td>
<td>0 do not know what one is</td>
<td>1 little interest</td>
<td>2 moderate interest</td>
<td>3 extremely interested</td>
<td>Comments</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------</td>
<td>---------------------------</td>
<td>-------------------</td>
<td>---------------------</td>
<td>------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Thomas</td>
<td>7</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td>3</td>
<td>I love wobble/core chairs. I like the stability disk that goes into the chairs.</td>
</tr>
<tr>
<td>Travis</td>
<td>10</td>
<td>5</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>I would prefer a disk for the chair. I would also like the stability disks</td>
</tr>
<tr>
<td>Velasquez</td>
<td>8</td>
<td>3</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Williams</td>
<td>12</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>4</td>
<td>Never tried/seen in use with students to make a decision about it, I need more information (storage?, flat or round?),</td>
</tr>
<tr>
<td>Total</td>
<td>216</td>
<td>33</td>
<td>34</td>
<td>55</td>
<td>94</td>
<td></td>
</tr>
</tbody>
</table>

Total number of 3rd and 5th grade teachers: 221
<table>
<thead>
<tr>
<th>Campus</th>
<th>Stability Balls</th>
<th>Wobble Stools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adolphus</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Arredondo</td>
<td>35 (purchased by teachers, not by district)</td>
<td>120 (120 ordered; 57 recalled (taller) 63 on campus; the 57 will be delivered this summer)</td>
</tr>
<tr>
<td>Austin</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Beasley</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bentley</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bowie</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Campbell</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Dickinson</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>Frost</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Hubenak</td>
<td>1 (purchased by parent, due to a 504 request for a back injury)</td>
<td>0</td>
</tr>
<tr>
<td>Huggins</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hutchison</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Jackson</td>
<td>17 (purchased by a teacher’s fundraiser)</td>
<td>0</td>
</tr>
<tr>
<td>Long</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>McNeill</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Meyer</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Pink</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Ray</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Seguin</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Smith</td>
<td>23</td>
<td>5</td>
</tr>
<tr>
<td>Thomas</td>
<td>22</td>
<td>122</td>
</tr>
<tr>
<td>Travis</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>Velasquez</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Williams</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
INFORMATION ITEM: STAFF RECOGNITION

In an effort to recognize staff for various contributions and accomplishments, the Board has requested a unique document.

The Board will receive options for review under a separate cover.

Once approved, the document(s) can be distributed, as necessary.

Resource Person: Mike Rockwood, Executive Director of Community Relations