

## A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, August 6, 2020

6:30 PM

#### LAMAR CISD BOARD OF TRUSTEES SPECIAL BOARD MEETING BRAZOS CROSSING ADMINISTRATION BUILDING

#### 3911 AVENUE I, ROSENBERG, TEXAS **AUGUST 6, 2020** 6:30 PM

#### **AGENDA**

1.	Call to	o order and establishment of a quorum	
2.	Open	ing of meeting	
3.	Introd	luctions	
4.	Audie	nce to patrons	
5.	Public	Hearing - Bond Referendum Recommendations	
6.	ACTI	ON ITEMS	
	A. Go	oal: Instructional	
	1.	Consider approval of Advise TX partnership agreement and Memorandum of Understanding (MOU) with Texas A&M University	4
	2.	Consider approval for renewal of an Optional Flexible School Day Program	15
	B. <b>G</b> (	oal: Planning	
	1.	Budget Update	
		a. 2020-2021 Budget Update	28
		b. Consider approval of date for public meeting to discuss budget and proposed tax rate	29
		c. Consider approval of proposed tax rate that will be published in the notice for the public meeting	30
	2.	Consider adoption of order calling a Bond Election	31
	3.	Consider approval of the 2020-2021 compensation plan	44
7.	CLOS	SED SESSION	
	55	ljournment to closed session pursuant to Texas Government Code Sections 1.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following rposes: (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.	
		<ul> <li>a. Approval of personnel recommendations for employment of professional personnel</li> </ul>	
		b. Employment of professional personnel (Information)	
		c. Employee resignations and retirements (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

ADJOURNMENT: (Time	)
RECONVENE IN OPEN SESSION	

#### CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 30th day of July 2020 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek Secretary to Superintendent

6.A.#1. – INSTRUCTIONAL BOARD REPORT AUGUST 6, 2020

## CONSIDER APPROVAL OF ADVISE TX PARTNERSHIP AGREEMENT AND MEMORANDUM OF UNDERSTANDING (MOU) WITH TEXAS A&M UNIVERSITY

#### **RECOMMENDATION:**

That the Board of Trustees approve a partnership agreement and Memorandum of Understanding ("MOU") with Texas A&M University ("TAMU") for the Advise TX program with Lamar CISD ("the District").

#### IMPACT/RATIONALE:

TAMU will provide one advisor from the Advise TX program to Terry High School and one advisor to Lamar Consolidated High School. The Advise TX program has three main goals: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors and teachers in fostering a college-going culture.

#### PROGRAM DESCRIPTION:

TAMU and the District will join in a MOU for the Advise TX College Advising Corps Program. Advise Texas, housed at TAMU, places recent college graduates of the university as college advisors in high schools state-wide. Advisors work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisors provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them best. They also assist in the completion of their admissions and financial aid applications, as well as enroll successfully at the college or university they eventually choose. The program shall be conducted during the 2020 – 2022 school years. The cost will be a fee of \$10,000 for each high school campus, per school year, and will be paid to TAMU. Advise TX Advisors will work with Terry High School and Lamar Consolidated High School, for a total annual cost of \$20,000 per year.

Submitted by: Dr. Terri Mossige, Chief Academic Officer

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:

Thomas Randle

# AGREEMENT BETWEEN TEXAS A&M UNIVERSITY AND

#### **Lamar Consolidated Independent School District**

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("TAMU"), and Lamar Consolidated Independent School District ("Lamar CISD"),

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to TAMU and to Lamar CISD, and will further the public outreach service and research objectives of TAMU in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

- 1. STATEMENT OF WORK. TAMU agrees to use its best efforts to coordinate support for Lamar CISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college adviser's job description is outlined in the MOU under statement of purpose and services to be performed, which is attached to the 2020-2021 contract.
- 2. PROJECT DIRECTOR. The tasks will be supervised by the Office of Admissions, TAMU.
- 3. PERIOD OF PERFORMANCE. The program shall be conducted during the period of the 2020 2021 School Years. [August 12, 2020-June 11, 2021.]
- 4. PRICE AND PAYMENT. As compensation for performance under this AGREEMENT, Lamar ISD agrees to award TAMU \$10,000.00 per advisor to employ and train the advisor or provide supplies for the program. Payments shall be made by Lamar CISD in the following manner: payment shall be made within 30 days of the beginning of the contract period. Expenses incurred within the 60 day period prior to the contract period are allowed if they are directly related to these program costs.

TAMU shall contact the following address and/or person for financial inquiries:

ISD Name: Lamar Consolidated Independent School District

ISD Address: 3911 Avenue I

Rosenberg, TX 77471

 Telephone:
 832-223-0000

 Facsimile:
 832-223-0111

 Attn:
 Dr. Thomas Randle

Superintendent

5. DELIVERABLES. The following deliverables are required under this AGREEMENT:

TAMU agrees to provide reports to Lamar CISD in accordance with the College Advising Corps manual and agreement.

6. NOTICES. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

TAMU: Texas A&M University

Office of Admissions
MS 1265 TAMU

College Station, TX 77843-1265

Attn: J. Marcus Cooper Telephone: (979) 458-0969 Facsimile: (979) 458-0434

Lamar CISD: Lamar Consolidated Independent School District

3911 Avenue I

Rosenberg, TX 77471 Attn: Dr. Thomas Randle

Superintendent

Telephone: 832-223-0000 Facsimile: 832-223-0111

7. EXPORT ADMINISTRATION. It is understood that TAMU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both TAMU and Lamar CISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

- 8. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
- 9. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- 10. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and Lamar CISD to attempt to resolve any claim for breach of contract made by Lamar CISD that cannot be resolved in the ordinary course of business. Lamar CISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts

Officer of TAMU, who shall examine Lamar CISD's claim and any counterclaim and negotiate with Lamar ISD in an effort to resolve the claim.

- 11. TERMINATION. Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 16 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 10. In the event of termination for convenience, TAMU will be reimbursed for all costs and commitments incurred by TAMU prior to the date of termination.
- 12. NOTICE OF DEFAULT. In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 10 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 10 of this AGREEMENT.
- 13. FORCE MAJEURE. Neither party is required to perform any term, condition, or covenant of this AGREEMENT, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, an act of war, or other similar occurrence, the cause of which is not reasonably within the control of either party, and which by due diligence either is unable to prevent or overcome.
- 14. GOVERNING LAW. This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against TAMU pertaining to this AGREEMENT. Nothing in this AGREEMENT should be construed as being a waiver of sovereign immunity by TAMU.
- 15. NON WAIVER. TAMU is an agency of the State of Texas and nothing in the AGREEMENT waives or relinquishes TAMU's rights to claim any exemptions, privileges, and immunities as may be provided by law.
- 16. NO FINANCIAL INTEREST. To the best of Lamar CISD's knowledge, no member of the Board of Regents of The Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of this AGREEMENT.
- 17. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:	
Lamar CISD	TEXAS A&M UNIVERSITY
Signature	Signature
	J. Marcus Cooper
Name & Title	Associate Director of Admissions Sr. Program Director, Advise TX
Date	 Date

#### Texas A&M Chapter of Advise TX Memorandum of Understanding

#### among

Texas Higher Education Coordinating Board, Texas A&M University, and Lamar Consolidated Independent School District

#### **Parties**

This is a Memorandum of Understanding ("MOU") among the Texas Higher Education Coordinating Board ("THECB"), Texas A&M University ("University"), and Lamar Consolidated Independent School District (hereafter referred to as "Lamar CISD" and/or the "high school") relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as "The Advise TX program", "Advise TX", or as "the project").

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps ("CAC"), and CAC's contracted evaluation team).

Lamar CISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

B.F. Terry High School Lamar Consolidated High School

Collectively hereinafter the parties to this MOU will be referred to as "Parties" or, individually, as "Party."

#### Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time "near-peer" advisers in targeted Texas high schools ("Advisers"). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2020-2021 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Lamar CISD. The Texas A&M University Office of Admissions serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student's choice. The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Lamar CISD high schools identified herein.

THECB, the University, the Lamar CISD, and each participating high school in the Lamar CISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.

- 2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.
- 3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Lamar CISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Lamar CISD which contains Personally Identifiable Information ("PII"), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g (such PII is herein referred to as "FERPA Data"). Lamar CISD's disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 ("the Audit and Evaluation exception") and (2) the Advisers performing an institutional service or function for which the Lamar CISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) ("the School Officials Exception").

#### The University agrees to the following terms during the project:

- 1. Identify, recruit, and appoint one Adviser to serve each of the Lamar CISD high schools identified herein for an average of 40 hours per week for the period of August 12, 2020 June 11, 2021.
- 2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
- 3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
- 4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Lamar CISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year.
- 5. Remain open to address any issues or concerns that may arise.
- 6. Share relevant data and research with the Lamar CISD and the high school, as the Lamar CISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
- 7. Manage the administration and pay the full salary and benefits of the Adviser.
- 8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
- 9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Lamar CISD and the high school beyond the current term.
- 10. Keep any and all student-level data provided by the Lamar CISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
- 11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.

#### The Lamar CISD and/or high school agrees to the following terms during the project:

- 1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
- 2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
- 3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 12, 2019 and ending June 11, 2021; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
- 4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
- 5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
- 6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
- 7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
- 8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
- 9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
- 10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
- 11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
- 12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with login access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
- 13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- 14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
- 15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

#### Purpose and Description of Program Evaluation to be Conducted

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations

will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:

- comprehensive compilation and analysis of direct outcomes for the Advise TX program
- comparative analysis of college-going rates between control schools and program-participating schools
- assessment of increased scholarship dollars for universities and students
- analysis and assessment of college preparation activities undertaken by high school students
- identification of success factors that contribute to increased college-going rates and improved school morale
- examination of the relationship between student grades, class schedules, and college enrollment
- a qualitative and quantitative study of student awareness regarding higher education
- 2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Lamar CISD and/or high school and disclosed to THECB as further described in the "FERPA Compliance" provision within this MOU.

#### FERPA Authorized Representatives and Adviser Serving as School Official

- 1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
- 2. The Lamar CISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC's contracted evaluation team), as its authorized representatives under FERPA.
- 3. THECB, as an authorized representative of Lamar CISD, shall have access to the student education records of Lamar CISD pursuant to the policies and restrictions identified in the "FERPA Compliance" provision within this MOU.
- 4. This MOU also serves as a written agreement articulating the Adviser's role as a school official for the Lamar CISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

#### **FERPA Compliance**

- 1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Lamar CISD to THECB or the Adviser pursuant to this MOU:
  - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps' umbrella organization.
  - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program's success.
  - By disclosing PII from education records to THECB or the Adviser, Lamar CISD in no way assigns ownership of this data to an authorized representative or the Adviser.
  - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of

the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Lamar CISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify Lamar CISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.
- 2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

#### Term of MOU

This MOU begins July 1, 2020 and shall terminate on July 31, 2021.

#### Legal Compliance and Right to Audit

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

#### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

#### **Applicable Law**

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

#### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

#### **Trademark**

The Parties certify and acknowledge that the Advise TX® and the Advise TX College Advising Corps® word marks and logos are the trademarks or registered trademarks of THECB. The University and Lamar CISD are responsible for including the trademark registration notice (®) on the trademarks.

#### **Amendments**

This MOU may be modified only by written amendment executed by the Parties hereto.

#### Termination or option to individually opt out of program participation

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

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

#### **RECOMMENDATION:**

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

#### IMPACT/RATIONALE:

The OFSDP/1621 program offers flexible hours of attendance for students in grades 9-12 who are at risk of not graduating. The goal of the program is to target students who are unable to attend school in a traditional setting. Students from any high school in the district may apply for enrollment. Students at risk for non-completion are referred to and must complete an application to the program. Existing fund sources (State Compensatory Education and Title I) have partially covered the cost of the program. Students attending the program generate Average Daily Attendance funds which offset any remaining costs in addition to the funding sources already listed.

#### **BACKGROUND INFORMATION:**

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

Submitted by: Dr. Terri Mossige, Chief Academic Officer

Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Dr. Jon Maxwell, Executive Director of Student Programs

Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

Superintendent

#### **Texas Education Agency**



#### **APPLICATION**

# Optional Flexible School Day Program (OFSDP)

2020-2021 School Year

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

#### **Definition of Program Provisions**

#### **Eligible Students**

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

- 1. the student meets one of the following conditions:
  - · the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
  - the student is attending a school with an approved early college high school program designation; or
  - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
  - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).

#### and

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

#### Assessment

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

#### Participation in University Interscholastic League (UIL)

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

#### **Attendance Credit**

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.

#### **Board Approval**

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP. (see Appendix Two).

#### Continuation or Revocation of Program Authorization

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

#### **Reporting Requirements**

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

#### **Article I - Parties to Agreement**

#### **Provisions of Agreement**

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

# Lamar Consolidated Independent School District (LCISD) (Legal Name of School District or Open-Enrollment Charter School) located at 3911 Avenue I, Rosenberg, TX 77471 (Physical Address)

hereinafter referred to as "district."

#### **Article II - Period of Agreement**

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.** 

#### **Article III - Purpose of Agreement**

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

#### **Article IV - Reporting Requirements**

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

#### Article V - General and Special Provisions to the Agreement

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

$[oldsymbol{ol}}}}}}}}}}}}}}}$	Appendix One, Assurances
$[oldsymbol{ol}}}}}}}}}}}}}}}$	Appendix Two, Board Approval
$[oldsymbol{ol}}}}}}}}}}}}}}}$	Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
$[oldsymbol{ol}}}}}}}}}}}}}}}$	Appendix Four, Contact Sheet
$[oldsymbol{ol}}}}}}}}}}}}}}}$	Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

#### **Article VI - Application Process**

- For questions or assistance regarding this application, please email <a href="mailto:opflex@tea.texas.gov">opflex@tea.texas.gov</a> or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: opflex@tea.texas.gov .
- Email subject line should indicate: 2020-2021 OFSDP Application District Name, County District Number

#### Article VII - Agreement

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

Typed Name	Dr. Thomas Randle		
Typed Title	Superintendent of Schools	Authorized Signature	

#### Appendix One Assurances

The definition of terms of the application applies to this Appendix One.

Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

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

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

- 1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
  - the student is attending a school with an approved early college high school program designation; or
  - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
  - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

#### and

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

#### The district agrees:

- 1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
- 2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
- that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for preand post-entry counseling, academic or personal counseling, and career counseling;
- to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
- to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
- 6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
- 7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the <u>Student Attendance Accounting Handbook</u>.

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

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

Ms. Joy Williams, President of the Lamar Consolidated ISD Box	ard of Trustees, 832-223-0110
Name, Title, and Telephone Number of School Board President	
Signature of SchoolBoard President	Date
Dr. Thomas Randle, Superintendent, Lamar Consolidated ISD,	832-223-0110
Name, Title, and Telephone Number of District Superintendent or Charter So	chool Chief Operations Officer
Signature of Person Authorized to Bind the District or Charter School	Date

#### Appendix Two Board Approval

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

- 1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.
- 2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

Month:

August

The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:

	Day:	6th	
	Year:	2020	-
	Time:	6:30PM	-
	Location:	Lamar CISD Board Room 3911 Ave I, Rosenberg, TX 7	- <sup>7</sup> 7471
pers	ons author	ccepted on behalf of the school district or open-enrollment charter so ized to bind the district. ms, President of the Lamar Consolidated ISD Board of Trusto	-
		Telephone Number of School Board President	
Sign	ature of Sch	oolBoard President	Date
Dr	. Thomas	Randle, Superintendent, Lamar Consolidated ISD, 832-223-	-0110
Nam	e, Title, and	Telephone Number of District Superintendent or Charter School Chief C	Operations Officer
Sian	ature of Pers	son Authorized to Bind the District or Charter School	Date

## Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three. Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Concisely provide the information below on separate 8 ½" x 11" sheets of paper:

- 1. Please indicate the number of OFSDP students that will be served per teacher.
- 2. <u>If</u> the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the <u>Student Attendance Accounting Handbook</u>.
- 3. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:
  - a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days Traditional Days Present x 240).
  - d. How the district will ensure that attendance practices and records complywith Sections 2.2.3 and 11.6 of the <u>Student Attendance Accounting Handbook</u>.
  - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

#### NOTE: absences and days present do not exist in the OFSDP program

- 4. <u>If</u> students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how student will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

## Appendix Four Contact Sheet

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

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

#### **District Contact for the Application**

Contact Name:  Dr. Andree Osagie  District Superintendent or Charter School Chief Operations Officer:  Mailing Address:  3911 Avenue I  City, State, Zip Code:  Rosenberg, TX 77471  Telephone Number:  832-223-0123  Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org  Contact Name:  Mr. Brian D. Moore				
District Superintendent or Charter School Chief Operations Officer:  Mailing Address:  3911 Avenue I  City, State, Zip Code: Rosenberg, TX 77471  Telephone Number: 832-223-0123  Alternate Telephone Number: 832-223-0125  Fax Number: 832-223-0124  Email Address: andree.osagie@lcisd.org  Contact Name: Dr. Terri Mossige Email Address: theresa.mossige@lcisd.org  Contact Name: Dr. Jon Maxwell Email Address: jonathan.maxwell@lcisd.org	Contact Name:	Dr. Andree Osagie		
Charter School Chief Operations Officer:  Mailing Address:  3911 Avenue I  City, State, Zip Code: Rosenberg, TX 77471  Telephone Number: 832-223-0123  Alternate Telephone Number: 832-223-0125  Fax Number: 832-223-0124  Email Address: andree.osagie@lcisd.org  Contact Name: Dr. Terri Mossige  Email Address: theresa.mossige@lcisd.org  Contact Name: Dr. Jon Maxwell  jonathan.maxwell@lcisd.org	District Superintendent or			
City, State, Zip Code:  Rosenberg, TX 77471  Telephone Number:  832-223-0123  Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org	Charter School Chief Operations Officer:	Dr. Thomas Randle		
City, State, Zip Code:  Rosenberg, TX 77471  Telephone Number:  832-223-0123  Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org	Mailing Address:			
Telephone Number:  832-223-0123  Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org	Mailing Address.	3911 Avenue I		
Telephone Number:  832-223-0123  Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org	City, State, Zip Code:	D		
Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  Email Address:  jonathan.maxwell@lcisd.org	only, outer, Elp oout.	Rosenberg, TX 77471		
Alternate Telephone Number:  832-223-0125  Fax Number:  832-223-0124  Email Address:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  Email Address:  jonathan.maxwell@lcisd.org	Telephone Number:	020 000 0400		
Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  Email Address:  jonathan.maxwell@lcisd.org		032-223-0123		
Fax Number:  832-223-0124  Email Address:  andree.osagie@lcisd.org  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  Email Address:  jonathan.maxwell@lcisd.org	Alternate Telephone Number:	832 222 0125		
Email Address:  Contact Name:  Dr. Terri Mossige  Email Address:  theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org		032-223-0125		
Email Address:       andree.osagie@lcisd.org         Contact Name:       Dr. Terri Mossige         Email Address:       theresa.mossige@lcisd.org         Contact Name:       Dr. Jon Maxwell         Email Address:       jonathan.maxwell@lcisd.org	Fax Number:	832-223-0124		
Contact Name:  Email Address:  Dr. Terri Mossige theresa.mossige@lcisd.org  Contact Name:  Dr. Jon Maxwell jonathan.maxwell@lcisd.org		002-220-0124		
Contact Name:  Email Address:  Contact Name:  Dr. Terri Mossige theresa.mossige@lcisd.org  Dr. Jon Maxwell jonathan.maxwell@lcisd.org	Email Address:	andree.osagie@lcisd.org		
Email Address: theresa.mossige@lcisd.org  Contact Name: Dr. Jon Maxwell  Email Address: jonathan.maxwell@lcisd.org				
Email Address: theresa.mossige@lcisd.org  Contact Name: Dr. Jon Maxwell  Email Address: jonathan.maxwell@lcisd.org	_			
Email Address: theresa.mossige@lcisd.org  Contact Name: Dr. Jon Maxwell  Email Address: jonathan.maxwell@lcisd.org	Contact Name:	Dr. Terri Mossige		
Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org  Contact Name:		21. Tom Weddige		
Contact Name:  Dr. Jon Maxwell  jonathan.maxwell@lcisd.org  Contact Name:	Email Address:	theresa.mossige@lcisd.org		
Email Address: jonathan.maxwell@lcisd.org  Contact Name:				
Email Address: jonathan.maxwell@lcisd.org  Contact Name:	2 4 4 1			
Email Address: jonathan.maxwell@lcisd.org	Contact Name:	Dr. Jon Maxwell		
Jonathan.maxwell@lcisd.org	Email Address.			
Contact Name	Email Address:	jonathan.maxwell@lcisd.org		
Contact Name: Mr. Brian D. Moore				
Mr. Brian D. Moore	Contact Name:			
	Contact Name:	Mr. Brian D. Moore		
Email Address:	Email Address:			
bmoore@lcisd.org	Elliuli Audi 699.	bmoore@lcisd.org		

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

## Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

#### Click and download the link below to complete the template:

2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.

\*Note: Make sure to include the district number circled in red.

Once Completed please email the application, Appendix three in MS

Excel file format, and Appendix 5 to OPFLEX@tea.texas.gov

		(	Opt	iona	al Fl	exil	ole S	Sch	ool Da	y Progr	am (OF	SDP)					
District Number	079901					So	hoc	ol Ye	ear 202	20-2021							
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Nine Digit District and Campus Number	Campus Name	1	2	3	3 4		5 6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
079901001	LAMAR CONS H S	1				,	5 (	6	15	9/20/2020	5/28/2021	MTWTHF	240	6/7/2021	7/2/2021	MTWTHF	240
079901002	BFTERRYHS	1				,	6		15	9/20/2020	5/28/2021	MTWTHF	240	6/7/2021	7/2/2021	MTWTHF	240
079901003	FOSTER H S	1				5	6		15	9/20/2020	5/28/2021	MTWTHF	240	6/7/2021	7/2/2021	MTWTHF	240
079901009	GEORGE RANCH H S	1				5	6		15	9/20/2020	5/28/2021	MTWTHF	240	6/7/2021	7/2/2021	MTWTHF	240
079901010	FULSHEAR H S	1				5	6		15	9/20/2020	5/28/2021	MTWTHF	240	6/7/2021	7/2/2021	MTWTHF	240
000000000																	

Page 1

6.B.#1a. – PLANNING BOARD REPORT AUGUST 6, 2020

#### **BUDGET UPDATE**

Jill Ludwig and Yvonne Dawson will provide the Board details regarding the 2020 – 2021 budget.

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

Yvonne Dawson, RTSBA, Director of Budget and Treasury

## CONSIDER APPROVAL OF DATE FOR PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

#### **RECOMMENDATION:**

That the Board of Trustees approve August 20, 2020 as the date for the public meeting to discuss budget and the proposed tax rate.

#### PROGRAM DESCRIPTION:

After the board agrees upon the proposed tax rate and publishes the notice, the board must call the required public meeting to discuss the budget and proposed tax rate. At least 10, but no more than 30 days before the public meeting, the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate must be published in strict accordance with the requirements of Texas Education Code Section 44.004. The budget must be approved by law prior to September 1.

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

Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:

Thomas Randle

6.B.#1c. – PLANNING BOARD REPORT AUGUST 6, 2020

## CONSIDER APPROVAL OF PROPOSED TAX RATE THAT WILL BE PUBLISHED IN THE NOTICE FOR THE PUBLIC MEETING

#### **RECOMMENDATION:**

That the Board of Trustees	approve the tax rate	to be published in the	newspaper in the
Notice of Public Meeting to	Discuss Budget and	Proposed Tax Rate.	

M&O:	\$_	
I&S:	\$_	
Total:	\$_	

#### **IMPACT/RATIONALE:**

The two-part tax rate and additional information will be presented at the meeting during the Budget Update. The Maintenance and Operations rate will be proposed separately from the Interest and Sinking rate.

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

Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:

Thomas Randle

#### CONSIDER ADOPTION OF ORDER CALLING A BOND ELECTION

#### **RECOMMENDATION:**

That the Board of Trustees approve the Order Calling a Bond Election on November 3, 2020.

#### **IMPACT/RATIONALE:**

The attached draft of a bond election order presents bond propositions that are based on recommendations received from the Citizens' Bond Advisory Committee following their review of the District's original needs assessment. The propositions and amounts are being presented to the Board of Trustees for additional evaluation and discussion. The propositions and amounts remain subject to change pending the Board of Trustee's final determination regarding what to include in the order calling the election.

Under revisions to state law passed during the 2019 legislative session, certain projects and equipment proposed to be funded through the bond election may no longer be included in the general proposition. The Texas Education Code (TEC) now requires that the following categories of projects be broken out and presented as separate propositions:

- the construction, acquisition, or equipment of a stadium with seating capacity for more than 1,000 spectators;
- the construction, acquisition, or equipment of a natatorium;
- the construction, acquisition, or equipment of another recreational facility other than a gymnasium, playground, or play area;
- the construction, acquisition, or equipment of a performing arts facility;
- the construction, acquisition, or equipment of housing for teachers as determined by the district to be necessary
  to have a sufficient number of teachers for the district; and
- an acquisition or update of technology equipment, other than equipment used for school security purposes or technology infrastructure integral to the construction of a facility

The draft election order includes a general proposition and three additional propositions to address items now required to be separated from the general proposition under the applicable TEC provisions. The draft election order includes the following propositions and amounts for further consideration by the Board of Trustees:

PROPOSITION A	The construction, acquisition, and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes	\$622,073,051
PROPOSITION B	The construction, acquisition, and equipment of practice pools at District campuses	\$31,937,031
PROPOSITION C	The construction, acquisition and equipment of a District stadium and the purchase of the necessary site therefore	\$93,783,238
PROPOSITION D	The acquisition or update of District technology equipment	\$14,355,000

The District will be conducting a joint election with other entities in Fort Bend County and will be contracting with Fort Bend County for election services. The early voting schedule and polling locations will be determined as provided in the District's contract with Fort Bend County.

The draft election order was prepared in consultation with the District's bond counsel, Jonathan Frels, an attorney with Bracewell, LLP. He will be present at the board meeting.

Recommended for approval:

Thomas Randle

Discussion Draft – The proposition information and amounts contained in this document are subject to adjustment by the Board of Trustees.

ORDER BY THE BOARD OF TRUSTEES OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT CALLING A BOND ELECTION TO BE HELD WITHIN SAID DISTRICT; MAKING PROVISIONS FOR THE CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Board of Trustees (the "Board") of the Lamar Consolidated Independent School District (the "District") finds and determines that it is necessary and advisable to call and hold an election for and within the District on the propositions hereinafter set forth; and

WHEREAS, it is hereby officially found and determined that said election shall be held on Tuesday, November 3, 2020, a uniform election date established by Section 41.001(a), Texas Election Code, as amended, as required by Texas law; and

WHEREAS, the Board, pursuant to the applicable provisions of the Texas Election Code, has or will enter into an agreement to conduct a joint election with other political subdivisions within Fort Bend County (the "County") and contract with the Fort Bend County Elections Administrator (the "County Elections Administrator") for election services (collectively, the "Election Agreement"); and

WHEREAS, the Board finds, determines and declares that the meeting at which this Order is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code, as amended; Now Therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

Section 1. <u>Findings</u>. The statements contained in the preamble of this Order are true and correct and are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. <u>Election Ordered; Date; Propositions</u>. A bond election (the "Election") shall be held for and within the District on Tuesday, November 3, 2020 ("Election Day"), in accordance with the Texas Election Code (the "Code"). At the Election the following propositions (the "Propositions") shall be submitted to the qualified voters of the District in accordance with law:

#### **Lamar CISD – Proposition A**

Shall the Board of Trustees (the "Board") of Lamar Consolidated Independent School District (the "District") be authorized to issue and sell at any price or prices the bonds of the District in the amount of \$622,073,051 for the construction, acquisition, and equipment of school buildings in the District, for the purchase of the necessary sites for school buildings, for the purchase of new school buses, for the retrofitting of school buses with emergency, safety, or security equipment, and for the purchase or retrofitting of vehicles to be used for emergency, safety, or

security purposes, which bonds may be issued in various issues or series, shall mature serially or otherwise not more than 40 years from their date, and shall bear interest at such rate or rates, not to exceed the maximum rate now or hereafter authorized by law, as shall be determined by the Board within the discretion of the Board at the time of issuance; and shall the Board be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas including the Texas Education Code?

#### **Lamar CISD - Proposition B**

Shall the Board of Trustees (the "Board") of the Lamar Consolidated Independent School District (the "District") be authorized to issue and sell at any price or prices the bonds of the District in the amount of \$31,937,031 for the construction, acquisition, and equipment of practice pools at District campuses, which bonds may be issued in various issues or series, shall mature serially or otherwise not more than 40 years from their date, and shall bear interest at such rate or rates, not to exceed the maximum rate now or hereafter authorized by law, as shall be determined by the Board within the discretion of the Board at the time of issuance; and shall the Board be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas including the Texas Education Code?

#### **Lamar CISD – Proposition C**

Shall the Board of Trustees (the "Board") of Lamar Consolidated Independent School District (the "District") be authorized to issue and sell at any price or prices the bonds of the District in the amount of \$93,783,238 for the construction, acquisition and equipment of a District stadium and the purchase of the necessary site therefore, which bonds may be issued in various issues or series, shall mature serially or otherwise not more than 40 years from their date, and shall bear interest at such rate or rates, not to exceed the maximum rate now or hereafter authorized by law, as shall be determined by the Board within the discretion of the Board at the time of issuance; and shall the Board be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected

#6202838.6 -2-

under the constitution and laws of the State of Texas including the Texas Education Code?

#### <u>Lamar CISD – Proposition D</u>

Shall the Board of Trustees (the "Board") of Lamar Consolidated Independent School District (the "District") be authorized to issue and sell at any price or prices the bonds of the District in the amount of \$14,355,000 for the acquisition or update of District technology equipment, which bonds may be issued in various issues or series, shall mature serially or otherwise not more than 40 years from their date, and shall bear interest at such rate or rates, not to exceed the maximum rate now or hereafter authorized by law, as shall be determined by the Board within the discretion of the Board at the time of issuance; and shall the Board be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas including the Texas Education Code?

#### Section 3. Official Ballot.

- (a) Voting at the Election, and early voting therefor, shall be by the use of the lawfully approved County voting systems and ballots.
- (b) The preparation of the necessary equipment and the official ballots for the Election shall conform to the requirements of the Code so as to permit the electors to vote "FOR" or "AGAINST" the Propositions which shall be set forth on the ballots substantially in the following form:

#### **LAMAR CISD – PROPOSITION A**

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			THE	<b>PURCH</b>	HASE	OF	NEW	V SCI	HOOL	BUSI	ES,	FOR	THE
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#### LAMAR CISD – PROPOSITION B **FOR** "THE ISSUANCE OF \$31,937,031 OF BONDS FOR THE CONSTRUCTION, ACQUISITION, AND EQUIPMENT PRACTICE POOLS AT DISTRICT CAMPUSES, AND THE **AGAINST** LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COSTS OF ANY CREDIT AGREEMENTS EXECUTED IN CONNECTION WITH THE BONDS. THIS IS A PROPERTY TAX INCREASE." LAMAR CISD - PROPOSITION C **FOR** "THE ISSUANCE OF \$93,783,238 OF BONDS FOR THE CONSTRUCTION, ACQUISITION, AND EQUIPMENT OF A DISTRICT STADIUM AND THE PURCHASE OF THE **AGAINST** NECESSARY SITE THEREFORE, AND THE LEVYING OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COSTS OF ANY CREDIT AGREEMENTS EXECUTED IN CONNECTION WITH THE BONDS. THIS IS A PROPERTY TAX INCREASE." LAMAR CISD – PROPOSITION D ) "THE ISSUANCE OF \$14,355,000 OF BONDS FOR THE FOR П ACQUISITION OR UPDATE OF DISTRICT TECHNOLOGY EQUIPMENT, AND THE LEVYING OF A TAX SUFFICIENT TO **AGAINST** PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COSTS OF ANY CREDIT AGREEMENTS EXECUTED IN CONNECTION WITH THE BONDS. THIS IS A PROPERTY TAX

Section 4. <u>Bilingual Election Materials</u>. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English and Spanish.

**INCREASE**"

Section 5. <u>Persons Qualified to Vote</u>. All resident, qualified electors of the District shall be eligible to vote at the Election.

Section 6. <u>Election Precincts, Voting Locations and Voting Hours on Election Day.</u> The election precincts for the Election shall consist of the territory within the boundaries of the District situated within one or more County election precincts located wholly or partially within the District. The precinct numbers for the District's election precincts shall be the same as those assigned by the County to the County election precincts. The voting locations for voting on Election Day shall be as set forth in <u>Exhibit A</u>, or at such other locations as hereafter may be

#6202838.6 -4-

designated by the County Elections Administrator as provided in the Election Agreement. The County Elections Administrator is hereby authorized and directed to make such changes in precinct numbers and polling locations as may be necessary for the proper conduct of the Election, without further action by the District, and the President of the Board or her designee is hereby authorized to update Exhibit A to reflect the locations designated by the County Elections Administrator, which locations are hereby approved. On Election Day, each polling place shall be open from 7:00 a.m. to 7:00 p.m.

#### Section 7. <u>Early Voting Clerk; Early Voting Locations, Dates and Times.</u>

- (a) The County Elections Administrator is hereby appointed as the Early Voting Clerk for the Election.
- (b) Applications for ballot by mail shall be mailed to: Fort Bend County Elections; Attention: John Oldham; 301 Jackson St., Richmond, TX 77469. As provided in the Election Agreement, the County Elections Administrator's permanent County employees are appointed as early voting clerks. The County Elections Administrator is hereby authorized to appoint such other deputy early voting clerks as necessary for the Election as provided in the Election Agreement.
- (c) Early voting by personal appearance for all election precincts shall be held at the locations, at the times and on the days set forth in <a href="Exhibit B">Exhibit B</a>, attached hereto and incorporated herein, or at such other locations, times, and days as hereafter may be designated by the County or County Elections Administrator as provided in the Election Agreement without further action by the District. The President of the Board or his designee is hereby authorized to update <a href="Exhibit B">Exhibit B</a> to reflect the locations designated by the County or the Elections Administrator, and such locations are hereby approved.
- Section 8. <u>Joint Election</u>. The District has determined that it is in the best interest of the District to participate in a joint election with other governmental entities in the County holding elections on Election Day and contract with the County Elections Administrator for election services.
- Section 9. Appointment of Election Officers. The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary for conducting the Election shall be appointed, election judges and alternate judges may be changed, polling places may be combined for some precincts, and the central counting station shall be established and staffed all as provided in the Election Agreement and such actions are hereby approved. Further, the Board hereby authorizes the President of the Board to appoint any such other officials not designated herein or appointed pursuant to the Election Agreement as are necessary and appropriate to conduct the Election in accordance with the Code.
- Section 10. <u>Notice of Election</u>. Notice of the Election shall be given by: (i) publishing a substantial copy of this Order, in English and Spanish, one time not earlier than the thirtieth (30<sup>th</sup>) day nor later than the tenth (10<sup>th</sup>) day prior to the date set for the Election, in a newspaper published in the District (or that otherwise complies with applicable law), (ii) posting a copy of this Order and the Voter Information Document (as hereinafter defined), in English and Spanish, on the bulletin board used for posting notices of meetings of the Board and in at least three (3) other

#6202838.6

public places within the boundaries of the District, not later than the twenty-first (21<sup>st</sup>) day prior to the date set for the Election, and (iii) posting a copy of this Order and the Voter Information Document, in English and Spanish, on the District's website, prominently and together with the notice of the Election, the contents of the Propositions and any sample ballot prepared for the election, not later than the twenty-first (21<sup>st</sup>) day prior to the date set for the Election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Order and the Voter Information Document shall be posted in a prominent location at each polling place. Notice of the Election shall also be provided to the County Clerk and voter registrar not later than the sixtieth (60<sup>th</sup>) day before the Election Day; which notice the County is hereby authorized and directed to post to its website not later than the twenty-first (21st) day prior to Election Day.

Section 11. <u>Conduct of Election</u>. The Election shall be held in accordance with the Code, except as modified by the Texas Education Code, the Texas Government Code, and the Federal Voting Rights Act of 1965, as amended, including particularly Chapter 272 of the Code pertaining to bilingual requirements.

#### Section 12. Additional Information Required by Section 3.009 of the Election Code.

- (a) <u>District's Outstanding Debt</u>. As of the date of this order, the District's aggregate principal amount of outstanding of tax-supported debt was \$1,164,000,000 and the aggregate amount of outstanding interest on such tax-supported debt was \$797,508,706. As of the date of this Order, the District's total ad valorem tax rate is \$1.32 per \$100 of assessed valuation, which is made up of a maintenance and operations tax rate of \$0.97 per \$100 of assessed valuation and a debt service tax rate of \$0.35 per \$100 of assessed valuation of taxable property in the District.
- (b) Issuance of New Debt. The District intends to issue the bonds authorized by the Propositions over a period of years in a manner and in accordance with a schedule to be determined by the Board based upon a number of factors, including, but not limited to, the then current needs of the District, demographic changes, prevailing market conditions, assessed valuations of property in the District, the use of variable rate debt and management of the District's short-term and long-term interest rate exposure. Market conditions, demographics and assessed valuations of property vary based upon a number of factors beyond the District's control, and the use of variable rate debt involves periodic adjustments in interest rates that vary based on market conditions and contractual obligations. Therefore, the District cannot and does not guarantee a particular interest rate or tax rate associated with the bonds authorized by the Propositions. As such, the information contained in this paragraph is provided solely for illustrative purposes and does not establish any limitations or restrictions or create a contract with the voters. The District estimates that, based on the District's current taxable assessed valuation, current market conditions as of the date of this Order, and estimated future growth in the District's taxable assessed valuation, if all of the Propositions were approved and all of the bonds authorized by the Propositions were issued in accordance with the District's current projected plan of finance, the maximum interest rate on the bonds is not expected to exceed 5.00%.
- (c) <u>Additional Information Required by Section 3.009 of the Code</u>. The additional information required by Section 3.009 of the Code is located in Sections 2 and 3 of this Order.

#6202838.6 -6-

Section 13. <u>Voter Information Documents</u>. The President of the Board, the Superintendent of the District, or their designee, acting on behalf of the Board, in consultation with the District's general counsel, bond counsel, and financial advisor, is hereby authorized and directed to provide with respect to each of the Propositions a voter information document, in the form prescribed by Section 1251.052(b), Texas Government Code (collectively, the "Voter Information Document").

The President of the Board, the Superintendent of the District, or their designee, acting on behalf of the Board, is further authorized and directed to post or provide for the posting of the Voter Information Document in the manner provided under Section 10 of this Order, and additionally on the District's website in an easily accessible manner beginning not later than the twenty-first (21st) day before the date set for the Election and ending on the day after Election Day.

Section 14. <u>Necessary Actions</u>. The President of the Board or the Superintendent or his designee, acting on behalf of the Board, in consultation with the District's attorney and bond counsel is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable as determined by the County Elections Administrator.

Section 15. <u>Severability</u>. If any provision, section, subsection, sentence, clause or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Order nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Board in adopting this Order that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Order are declared to be severable for that purpose.

Section 16. Effective Date. This Order shall take effect immediately upon its approval.

[Signature Page Follows]

#6202838.6 -7-

PASSED AND APPROVED the	day of August, 2020.
	President, Board of Trustees Lamar Consolidated Independent School District
A PERIOD CITY	
ATTEST:	
Secretary, Board of Trustees	
Lamar Consolidated Independent School	
District	
[SEAL]	

#### **EXHIBIT A**

[Note: This draft includes polling locations from a previous election. Final polling information will be provided by Fort Bend County in connection with the joint election. This exhibit will be updated prior to the meeting.]

#### **ELECTION DAY SCHEDULE LOCATIONS**

Tuesday, November 3, 2020 – Polls are open from 7:00 a.m. to 7:00 p.m.

#### **ELECTION DAY POLLING LOCATIONS**

Fort Bend County utilizes countywide vote centers. District voters may vote at any of the following locations on Election Day:

Fort Bend County Condado de Fort Bend Election Day Vote Centers centros de votacion del dia de las elecciones November 6, 2020 6 de Noviembre de 2020

COUNTYWIDE POLLING PLACE	VOTING LOCATION	ADDRESS	CITY	ZIP
Beck Jr. High School	Main Room	5200 S Fry Rd	KATY	77450
Bowie Middle School	Main Hallway by Gym	700 Plantation Dr	RICHMOND	77406
Briarchase Missionary Bapt Church	Fellowship Hall	16000 Blue Ridge Rd	MISSOURI CITY	77489
Chasewood Clubhouse	Level 1 (Clubhouse Facility	7622 Chasewood Dr	MISSOURI CITY	77489
Cinco Ranch Branch Library	Conference Room	2620 Commercial Center Dr	KATY	77494
Clements High School	Auditorium Lobby	4200 Elkins Dr	SUGAR LAND	77479
Jacks (First Colony) Conference Center	Main Room	3232 Austin Parkway	SUGAR LAND	77479
Commonwealth Clubhouse	Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
Eagle Heights Church	Foyer	16718 W. Bellfort Blvd	RICHMOND	77407
Four Corners Community Center	"Sprint Room"	15700 Old Richmond Rd	SUGAR LAND	77478
Garcia Middle School	Gym Area	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	Gym Foyer	6707 FM 1464	RICHMOND	77407
George Memorial Library	Large Meeting Room, 1st Floor	1001 Golfview Dr	RICHMOND	77469
Greatwood Community/Rec Center	Banquet Hall	7225 Greenwood Pkwy	SUGAR LAND	77479
Hightower High School	Front Lobby	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	Gym	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	Meeting Room	234 Matlage Way	SUGAR LAND	77478
Irene Stern Community Center	Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
James Reese Career & Technical Center	Main Room	12300 University Blvd	SUGAR LAND	77479
Kempner High School	Side Hallway thru Student Parking Log	14777 Voss Rd	SUGAR LAND	77498
Road & Bridge – Needville	Main Room	3743 Schools Rd	NEEDVILLE	77461
Kroger's Riverstone (Community Room)	Community Room	18861 University Blvd	SUGAR LAND	77479
Lake Olympia Marina Clubhouse	Ballroom	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	Cafeteria	3323 Mission Valley Dr MISSOURI CITY		77459
Lexington Creek Elementary School	Gymnasium	2335 Dulles Ave MISSOURI CITY		77459
Lost Creek Conference Center	Main Room	3703 Lost Creek Blvd SUGAR LAND		77478
Meadows Place City Hall	Council Chambers	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Branch Library	Meeting Room	8421 Addicks Clodine Rd	HOUSTON	77083

COUNTYWIDE POLLING PLACE	<b>VOTING LOCATION</b>	ADDRESS	CITY	ZIP
Missouri City Baptist Church	Multipurpose Building	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Old Municipal Court	Main Room	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	Main Room	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	Event Space	1570 Rabb Road	FRESNO	77545
Museum of Natural Science	Snack Bar	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	Classroom	4521 FM 521	FRESNO	77545
Pinnacle Senior Center	Multi-purpose Room	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	Main Room	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	Board Room	3603 Glenn Lakes	MISSOURI CITY	77459
Richmond Water Maintenance Facility	1st Room to the Right	110 N. 8th St	RICHMOND	77469
Ridge Point High School	Main Room	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	Main Room	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	Extended Day Room	5353 Ridge Creek Circle	HOUSTON	77053
River Park Recreation Ctr.	Rec Center	5875 Summit Creek Drive	SUGAR LAND	77479
Rosenberg City Hall	Council Chambers	2110 4th St	ROSENBERG	77471
Sartartia Middle School	Front Area	8125 Homeward Way	SUGAR LAND	77479
Sienna Annex	Community Room	5855 Sienna Springs Way	MISSOURI CITY	77459
Stafford City Hall	Large Conference Room	2610 South Main	STAFFORD	77477
Sugar Creek Country Club	Garden Room	420 Sugar Creek Blvd	SUGAR LAND	77478
Sugar Lakes Clubhouse	Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	Meeting Room	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	Fellowship Hall	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	Brazos Room 154 and 156	2700 Town Center Blvd North	SUGAR LAND	77479
Thompsons City Hall	Community Center	520 Thompson Oil Field Rd	THOMPSONS	77481
Tompkins High School PAC	Main Room	4400 Falcon Landing Blvd	KATY	77494
Townewest Towne Hall	Main Room	10322 Old Towne Ln	SUGAR LAND	77498
University Branch Library	Meeting Room 2	14010 University Blvd	SUGAR LAND	77479

#### EXHIBIT B

[Note: This draft includes polling locations from a previous election. The final early voting schedule and poll locations will be provided by Fort Bend County in connection with the joint election. This exhibit will be updated prior to the meeting.]

# Fort Bend County Early Voting Schedule - November 3, 2020 General Election Horario de Votación Temprana 3 de Noviembre del 2020, Elección General

	Hours (Horas)						
Early Voting Location	[Monday–Friday] , 2020 (Lunes– Viernes) (, 2020)	[Saturday] , 2020 (Sábado) (, 2020)	[Sunday] , 2020 (Domingo) (, 2020)	[Monday–Friday] , 2020 (Lunes– Viernes) (, 2020)			
Chasewood Clubhouse 7622 Chasewood Drive, Missouri City Cinco Ranch Library 2620 Commercial Center Drive, Katy Clayton Oaks Assisted Living 21175 SW Freeway, Richmond Fort Bend County Road & Bridge 3743 School Street, Needville Fort Bend County Rosenberg Annex¹ 4520 Reading Road, Rosenberg Fort Bend ISD Admin Building 16431 Lexington, Sugar Land Jacks Conference Center 3232 Austin Parkway, Sugar Land Four Corners Community Center 15700 Old Richmond Rd, Sugar Land Hightower High School 3333 Hurricane Lane, Missouri City Irene Stern Community Center 6920 Fulshear-Katy Road, Fulshear James Bowie Middle School 700 Plantation Dr, Richmond James Reese Career & Technical Center 12300 University Blvd, Sugar Land Kroger's Riverstone (Community Room) 18861 University Blvd, Sugar Land Cost Creek Park Conference Center 3703 Lost Creek Blvd, Sugar Land Meadows Place City Hall One Troyan Dr, Meadows Place Missouri City Old Municipal Court 1522 Texas Pkwy, Missouri City Quail Valley Fund Office 3603 Glenn Lakes, Missouri City Richmond Water Maintenance Facility 110 N. 8th St, Richmond Sienna Annex Community Room 5855 Sienna Springs Way, Missouri City Sartartia Middle School 8125 Homeward Way, Sugar Land	a.m To p.m.	a.m. To p.m.	CLOSED (Cerrado)	a.m To p.m.			

<sup>&</sup>lt;sup>1</sup> Main early voting polling location.

#6202838.6 B-1

42

Stafford City Hall 2610 Main Street, Stafford		
Sugar Land Branch Library		
550 Eldridge, Sugar Land		
Sugar Land City Hall		
2700 Town Center Blvd, Sugar Land		

#6202838.6 B-2

6.B.#3. - PLANNING **BOARD REPORT AUGUST 6, 2020** 

#### **CONSIDER APPROVAL OF 2020-2021 COMPENSATION PLAN**

#### **RECOMMENDATION:**

That the Board of Trustees consider approval of the 2020-2021 Compensation Plan, as presented.

#### **IMPACT/RATIONALE:**

Funds will be included in the 2020-2021 budget, as per direction from the Board of Trustees, for each classification of employee outlined in the plan. The Compensation Plan reflects salary information for the 2020-2021 school year.

#### PROGRAM DESCRIPTION:

Each year the administration prepares the Compensation Plan for approval by the Board of Trustees. This plan represents all pay information including salary supplements and guest instructor pay.

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

Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:

Thomas Randle