



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, September 17, 2015

7:00 PM

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
SEPTEMBER 17, 2015
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. GROW Project
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. August 18, 2015 - Special Meeting (Workshop) 6
 - B. August 20, 2015 - Special Board Meeting 14
 - C. August 20, 2015 - Regular Board Meeting 16
 - D. September 8, 2015 - Special Board Meeting 24
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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 2. Consider approval of out-of-state trip requests, including, but not limited to:
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10. Consider approval of an interlocal agreement with the City of Richmond	58
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12. Consider approval of the 2015-2016 agreement for sports medicine services between Lamar Consolidated Independent School District and Memorial Hermann Health System	67
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12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	113
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	114
c. Employee resignations and retirements (Information)	122
2. Section 551.072 - For the purpose of discussing the purchase, exchange,	

lease or value of real property

a. Land

3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.

a. Any item listed on the agenda

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

RECONVENE IN OPEN SESSION

Action on Closed Session Items Future Agenda Items

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of

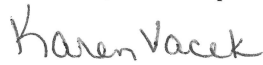
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 11th day of September 2015 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 18th day of August 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

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2. Discussion of August 20th Regular Board Meeting Agenda Items

The Board reviewed the August 20th Regular Board Meeting agenda items.

10. ACTION ITEMS

10. A GOAL: PLANNING

10. A-4 Consider approval of the certification of 2015 tax year anticipated collection rate

Mr. Steenbergen asked if, during the budget presentation, the tax collection rate was budgeted at 98%. Ms. Ludwig said yes, they budgeted at 98% to have a little wiggle room and typically this percentage includes delinquent taxes.

10. A-5 Consider approval of resolution for commitment of fund balance as of August 31, 2015

Mr. Steenbergen asked if we get to the “as needed” limits, will the administration come back to the Board to let them know those have been exceeded. Ms. Ludwig said since the resolution is open-ended they do not go back to the Board, but occasionally an information item will be done to inform the Board.

Ms. Kaminski asked if the future land purchases to accommodate growth of \$1,000,000 is in addition to what is in the Bond. Ms. Ludwig answered yes.

10. A-6 Consider ratification of Financial and Investment Reports

Ms. Kaminski asked for clarification on the Election Expense of \$4,344. Dr. Randle explained that this is part of the Board Election, and the District contracts with Fort Bend County for these services.

10. A-7 Consider approval of budget amendment requests

Mr. Steenbergen asked where the extra \$2,250,000 came from. Ms. Ludwig said there is about \$1m in additional state aid due to student growth and \$1m in taxes because of the collection rate being above 98%.

Ms. Kaminski asked for clarification that these expenditures must be placed in the right place and accounted for at the end of the year. Ms. Ludwig said that was correct. Ms. Kaminski wanted to know more about the Student Transportation of \$2,250,000. Ms. Ludwig explained that TEA requires the District to adopt budgets at the function level. At the end of the year, they take budget vs. actual at the function level and make sure no function level is exceeded. In order to do this they add money to the budget accounts. It does not mean the money will be spent, this just makes sure the books are in compliance with the state requirements.

Dr. Harrell asked if they ran the math for all the credits plus the extra revenues, would it balance. Ms. Ludwig said it would not balance. The increase is where there could be some unexpected expenses.

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10. A-8 Consider approval of interlocal agreement with Houston Independent School District School Health and Related Services (SHARS) Program

Ms. Roberts asked if LCISD staff are trained regarding Medicaid billing and where in the District is this handled. Ms. Mathis said that this is handled by Special Education.

Ms. Kaminski asked if this is renewed annually for two additional one year periods. Dr. Randle said it will still come back to the Board every year.

10. A-9 Consider approval of fire alarm inspections services

Ms. Roberts asked who we currently use. Mr. Morgan said we use APi Systems. Ms. Roberts asked why there is a \$14,000 difference in price from the lowest bid. Ms. Leach said this was put out for a proposal which allows them to look at things beyond price. LVC Technologies won based on low bid, but during the interview process it was discovered they are not quite ready to service a District our size. Mr. Morgan said the company is new and the employees are from other companies and have experience, but as a company they have only done new installation and facilities. This is the first District for inspections. The District did not feel comfortable with the low bid company. Ms. Roberts asked why we are not going with the next low bid, which is the current company we are using. Ms. Leach said things change when checking references with other Districts that have used them, and sometimes our own experiences play a part in the decision. There is a system in place where everything is documented. If we have had issues in the past we do not want to continue to have those same issues. The companies were reviewed against one another on their services, Classic was higher than APi.

Mr. Steenbergen asked if this is rebid every year. Ms. Leach said it is good for one year, but the District has the option for four additional renewals.

10. A-10 Consider approval of amendment to contract for school resource officers

Mr. Steenbergen asked about the cost of this contract. Ms. Ludwig said it typically is around \$1m, and this includes the extra-curricular activities they provide.

Dr. Harrell clarified that we buy their cars. He also asked where their offices were located. Dr. Randle said there is a Lieutenant that oversees the whole department and he has an office at Rosenberg Police Department. Everyone else has an office on the campuses they cover. Dr. Harrell asked if we contract them during the summer. Dr. Randle said yes.

Ms. Kaminski wanted to know why we renew every year, if there is a longer contract. Ms. Ludwig explained that this is one of those agreements that was approved as a one year with the option of four additional years. This is done by amendment and this is the last year of this agreement.

10. A-11 Consider approval of the 2015 - 2016 agreement with Memorial Hermann Community Benefit Corporation

Ms. Roberts needed clarification on the transportation provided to the campus. Dr. Randle said the kids may be at Smith Elementary and they are transported to Lamar Consolidated or Terry High Schools. It includes all the feeder schools. Ms. Roberts asked about the family planning services and wanted to know how in-depth this was

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and if it includes terminating pregnancies. Ms. Vogt said that family planning services is only provided or discussed with the parents' permission, and it only includes birth control. If a student comes in with questions regarding terminating pregnancies, they contact the parents.

Dr. Harrell asked if dental services are provided and where are the dentist from. Dr. Randle said yes and they are provided from Memorial Hermann. Ms. Vogt said it is part of the scope of services Memorial Hermann provides.

Ms. Roberts asked if the students are referred to by a school nurse or counselor. Ms. Vogt said typically it is through the school nurse.

Ms. Kaminski wanted to know how many students have been helped. Ms. Vogt had a prepared report and passed this information out to the Board.

Ms. Roberts asked if this is already provided at Terry High School, and if this is to include Lamar Consolidated High School. Dr. Randle clarified that these are both renewals for Terry and Lamar Consolidated High Schools.

10. A-13 **Consider approval of the 2015-2016 service provider agreement with Fort Bend Regional Council on Substance Abuse**

Ms. Kaminski asked how the elementary schools were chosen. Ms. Vogt said that each elementary school has the opportunity to participate and they request to participate.

Ms. Danziger asked who on the campus makes the request. Ms. Vogt said the requests are made by either the school counselor or principal.

Mr. Steenbergen asked how many kids are being serviced through this program. Ms. Vogt suspected over 1,000 students.

Ms. Roberts asked if there is a particular person assigned to each campus or a group of people assigned to several different campuses. Ms. Vogt said it is a group that is assigned as a part of this program. They meet with the students during non-instructional times with parental permission. They have licensed professional counselors that provide the service to the campuses.

10. A-18 **Consider approval of design development for new elementary #24**

PBK Architects presented the design development for the new elementary #24. Design Development books were provided under separate cover.

Ms. Danziger asked if the school would be completed by November 2016. PBK said yes it would be, this is an aggressive schedule.

Ms. Kaminski recently visited Arredondo and asked about the playground and why the trees are along the fence, in places they are not really needed. PBK said they had strict requirements from the developer about the number and location of trees at Arredondo. She also asked who provides the playground equipment. Mr. McKeever said the playground equipment is part of the furniture, fixtures, and equipment budget, and the equipment is on-site and will begin installation on Wednesday. She asked if the same requirements will be in place for elementary #24 for the tree placement. PBK said there is no requirement for the number of trees. They assured

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her that a landscape plan would be developed and miscellaneous trees will be throughout the site.

10. A-19 Consider approval of Lamar CISD zoning committee recommendations for Fulshear High School and Leaman Junior High School

Dr. Randle informed the Board there will be a presentation on Thursday. He also said that Ms. Roberts pointed out in the Committee meeting that an area was left off the recommendation, it should include planning unit 4A and 5A.

Ms. Roberts said the committee initially saw two splintered groups, one at 6% and the other at 3%. The committee was under the impression it was all under 4A, but 3% are in area 5A. Mr. Rockwood said it was the intent of the committee to make sure that any student from Huggins, which was splintered off, could have the option to transfer.

Ms. Kaminski asked about a timeline for them to request a transfer. Mr. Rockwood said the District has the ability to work on a couple of options with the Board.

Ms. Gonzales asked if we are setting precedence here or is this something we have always done. Mr. Rockwood said there has always been some room for changes in the recommendation from the committee. Dr. Randle said he does not see it as a precedence setting because each case for zoning is going to be different. We are only talking about a small number of students.

10. B GOAL: PERSONNEL

10. B-2 Consider approval of new PDAS appraisers for teaching staff, 2015-2015 school year

Ms. Kaminski clarified that these are new employees. Dr. Randle said they may be current employees who moved in the role as an assistant principal and are now able to do appraisals.

Dr. Harrell asked if all principals are appraisers. Dr. Randle said yes and assistant principals, as well.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 2015 District and Campus Accountability Ratings

Dr. Randle pointed out that all campuses did meet standard this year, and a number received designations.

Ms. Gonzales asked what the post-secondary readiness distinction designation meant. Mr. Moore said this is comprised of students who met the final level two standard, which is the standard the test will be at in 2021.

Ms. Roberts said there are some schools that did very well on data, but they are not in here and what is the reason. Mr. Moore said for distinction designations you have to in the top 10 in your campus group. TEA groups each set of campuses by factors such as enrollment, mobility, percentage of economically disadvantaged, and percentage of students who are English Language Learners. If those campuses did not fall within the first 10 of that cohort group, they do not receive a distinction designation. Mr. Moore explained that if schools are on this list that received the designations, then those campuses are exceeding the expectations compared to the rest of the state.

Ms. Gonzales sees that Navarro has a post-secondary readiness distinction, and last year they had not done very well. She wanted to know what this means. Mr. Moore said they have done much better in increasing the number of students that are meeting that final level two standard. They received an extra gold star because they met the standards of the rest of the accountability system. Ms. Gonzales asked if the District did anything special for them to recognize this distinction. Ms. Lyons said they were given certificates and recognized at the principals meeting. Ms. Gonzales said she is glad to hear that but hoped the District would have done more. She knows that Navarro and Wessendorff have large populations of economically disadvantaged children who do not come to them ready for the 6th grade. Ms. Lyons said she and Ms. Haack would come up with ideas for recognizing their hard work.

11. B GOAL: PLANNING

11. B-5 Transportation Update

Mr. McKeever and Mr. Conaway presented a summary of the transportation update.

Ms. Roberts asked if the District really has two to four standby drivers. Mr. Conaway said those will be the coaches at the campuses that are licensed to drive a bus. She asked how many drivers the District is short. Mr. Conaway said they are probably short about 20 drivers, but they have a lot in training. Ms. Roberts asked if he foresees the District having some of the similar problems of routes being late as last year. Mr. Conaway said they may have double runs but they are working on those and the campus will know ahead of time what they are doing.

Mr. Conaway said one issue is when recruiting new drivers, the starting rate has not been communicated. Ms. Roberts said the question was asked if we were competitive before anything was approved. Dr. Randle clarified that the new starting rate is more than some of our neighboring districts, it is \$17.09 per hour. Ms. Roberts asked if the Board could approve the compensation salary schedule sooner to help with hiring. Dr. Bowen said it is part of the overall budget process. Ms. Kaminski said this is something we need to note for next year, but they have the approval to advertise the rate as \$17.09. Dr. Randle clarified that the compensation plan was approved, but none of it works until the budget is approved. He thinks we are in a good position, as far as competition, with surrounding districts. He said when you compare our insurance to other districts, we have better insurance. Ms. Kaminski said what they are doing right now is the best they can and the Board has high expectations from day one that none of the children are lost or let off at the wrong place. She asked about communication with parents whose children may be on the second run and letting the parents know that teachers are going to be on the buses. Mr. Conaway has not put anything out to the parents. Ms. Roberts said she received something about Pre-K and blue cards. Mr. Rockwood clarified that from the District

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level there is a newsletter that goes out to every household in the District. It includes information about transportation and routes not changing. All this information is on the back-to-school page on our website. The information is also emailed to every parent in the Skyward system. He mentioned Transportation did start working with the Skylert system last year to inform parents of late buses and things.

Ms. Kaminski asked how easily the blue card could be reproduced. Mr. McKeever said they will have the District logo as well as student information on the card. Mr. Rockwood said the principals piloted this last year, currently the only rule is to have someone at the bus stop to receive a Pre-K student.

Ms. Danziger asked if the dispatchers will have a cheat sheet of what to say and how to address the parents. Mr. Conaway said yes, they even went over the phone call system and everyone will have access to VersaTran to look up the student information. She asked what happens to the children who do not have someone at the bus stop. Mr. Conaway said the driver will take the child back to the school and parents will be contacted.

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

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

The Board adjourned to Closed Session at 7:53 p.m. for the purposes listed above.

Ms. Roberts left the meeting at 8:37 p.m.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:48 p.m.

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

It was moved by Mr. Steenbergen and seconded by Dr. Harrell that the Board of Trustees approve personnel as presented with addendum. The motion carried unanimously.

Employed

Forshee, Brian	TBD	Assistant Principal	Foster High
Nelson, Nicole	TBD	Assistant Principal	George Ranch High

12. A-1(d) Consider employment of Principal of Lamar Junior High School

It was moved by Ms. Gonzales and seconded by Dr. Harrell that the Board of Trustees approve the recommendation of Creighton Jaster as the Principal of Lamar Junior High School. The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 8:50 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 20th day of August 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

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2. Public Hearing to Discuss Budget and Proposed Tax Rate for 2015 – 2016 School Year

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2015 – 2016 school year with the following agenda:

- Discussion of three budgets requiring official adoption by the Board of Trustees
 - General Operating Fund
 - Debt Service Fund
 - Food Service Fund
- Proposed Two-Part Tax Rate

The meeting was opened to the public for discussion at 6:37 p.m.

The hearing was closed to the public at 6:39 p.m.

ADJOURNMENT

The meeting adjourned at 6:40 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 20th day of August 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. STUDENT REPORTS

a. Build and Soar

Mr. Jaster explained that Build and Soar was an interactive program to enhance our students' needs in the world of STEM (Science Technology Engineering and Mathematics). A couple of videos were shared showing their STEM work. Matthew Bernandez from Terry High School and Lauren Spencer from Lamar Consolidated High School shared their experiences over the summer in the Build and Soar program. They asked for two Board member volunteers to participate in racing CO2 cars they made. Mr. Steenbergen and Dr. Harrell volunteered, while the rest of the Board joined them at a racetrack that was set up. The students presented each Board member and the Superintendent with their own personal CO2 car and a 3D printed keychain.

4. RECOGNITIONS/AWARDS

a. UIL State Solo & Ensemble Outstanding Performer

Joshua Roorda from Lamar Consolidated High School

b. UIL Speech & Debate Champion

Hina Uddin from Foster High School

5. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Brian Forshee, assistant principal, Foster High School
Creighton Jaster, principal, Lamar Junior High
Nikki Nelson, assistant principal, George Ranch High School
Tom Thompson, assistant principal, Hubenak Elementary
Greg Tielke, associate principal, George Ranch High School

6. AUDIENCE TO PATRONS

Dan Ives expressed his concerns to the Board and alleged the school district did not follow state law. He said in 2006-07 and in 2011-12, a construction manager agent contract involving millions of dollars was simply extended without following the law. He said it was about to happen again in 2014-15, but the school attorney stopped this and a RFQ for a CMA was initiated in an attempt to comply with state law. He feels some essential elements in the process were obviously ignored. He feels it is time for the Board to consider employing an internal auditor that answers directly to the Board, in the same way as the school attorney.

Karen Mendoza thanked the Board for putting on the agenda the recognition of September as Childhood Cancer Awareness Month.

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7. APPROVAL OF MINUTES

A. JULY 21, 2015 SPECIAL MEETING (WORKSHOP)

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

B. JULY 23, 2015 REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve the minutes of July 23, 2015 Regular Board Meeting, The motion carried unanimously.

C. AUGUST 4, 2015 SPECIAL BOARD MEETING

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of the August 4, 2015 Special Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee met and Arredondo is ready to open and the playground equipment is being installed. She reported on the status of projects going on throughout the District.

Ms. Roberts reported the Attendance Boundary Committee met and there will be a presentation tonight.

Mr. Steenbergen reported the Technology Committee did not meet but he reported on the status of projects going on throughout the District.

Ms. Danziger reported that she attended convocation and wanted to congratulate Dr. Randle and his Cabinet on an excellent day. She said all three sessions went beautifully and it was well received and she feels everyone is ready to go.

Ms. Gonzales reported over the last month she attended the Meet the Mustangs at Lamar Consolidated High School, the new Teacher Dinner, and convocation. She wanted to recognize Jill Duban who was responsible for the huge back-to-school event in July. She said over 1200 students received backpacks and school supplies.

Ms. Kaminski congratulated everyone that was not mentioned and let them know they are appreciated for their work.

Ms. Kaminski expressed to Ms. Mendoza that her prayers are with her and all the children.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

School starts on Monday, remember to give extra time when traveling. The District is

Minutes of Regular Board Meeting August 20, 2015 – page 65

expecting over 29,500 students.

b. Information for Immediate Attention

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 - 10. A-18 and 10. B-1 - 10. B-2

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

10. A GOAL: PLANNING

10. A-1 Consider Adoption of 2015 – 2016 Budgets

adopted the 2015 – 2016 General Operating, Food Service and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$ 233,613,940.*
Food Service Fund	\$ 13,300,900.
Debt Service Fund	\$ 51,259,802.

*Amount subject to change as final calculations are ongoing.

10. A-2 Adoption, by ordinance, the 2015 tax rate for the 2015-2016 school year

adopted, by ordinance, the 2015 tax rate. (See inserted page 65-A.)

10. A-3 Approval of 2015 Tax Year Appraisal Roll and New Property Value

approved the following documents submitted by Patsy Schultz, RTA, Fort Bend County Tax Assessor/Collector:

2015 Tax Year Value of New Property
2015 Tax Year Certified Appraisal Roll Totals

(See inserted pages 65-B—65-O.)

10. A-4 Approval of the Certification of 2015 Tax Year Anticipated Collection Rate

approved the anticipated tax collection rate of 100% for the 2015 tax year. (See inserted page 65-P.)

10. A-5 Approval of Resolution for Commitment of Fund Balance as of August 31, 2015

approved a Resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 65-Q.)

10. A-6 Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

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10. A-7 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted page 66-A.)

10. A-8 Approval of Interlocal Agreement with Houston Independent School District – School Health and Related Services (SHARS) program

approved an interlocal agreement between the Lamar Consolidated Independent School District and the Houston Independent School District (HISD) for the administration of the SHARS Program within the District. (See inserted pages 66-B—66-M.)

10. A-9 Approval of fire alarm inspection services

approved Classic Protection Systems for Fire Alarm Inspection Services.

10. A-10 Approval of Amendment to Contract for School Resource Officers

approved amendment 4 to renew the contract with the City of Rosenberg Police Department for School Resource Officers, to service the Lamar Consolidated schools for the 2015-16 school year, and authorize the Superintendent to finalize such contract. (See inserted page 66-N.)

10. A-11 Approval of the 2015-206 Agreement with Memorial Hermann Community Benefit Corporation

approved service agreement with Memorial Hermann Community Benefit Corporation. (See inserted pages 66-O—66-BB.)

10. A-12 Approval of Memorandum of Understanding between DePelchin Children’s Center and Lamar Consolidated Independent School District

approved the Memorandum of Understanding between DePelchin Children’s Center and Lamar Consolidated Independent School District to implement the STAR (Services To-At-Risk) Program through counselor and social worker referrals. (See inserted page 66-CC.)

10. A-13 Approval of the 2015—2016 Service Provider Agreement with Fort Bend Regional Council on Substance Abuse

approved the service provider agreement between the Fort Bend Regional Council on Substance Abuse and Lamar Consolidated Independent School District for campus programming during the 2015 – 2016 school year. (See inserted pages 66-DD—66-EE.)

10. A-14 Approval of Documentation and Process for Naming Superintendent Designees for Automated Texas Education Agency Secure Environment (TEASE) Users

authorized Jill Ludwig, Leslie Haack, and Laura Lyons to act as Superintendent designees for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment (TEASE).

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10. A-15 Approval of Resolution proclaiming:

a. Hispanic Heritage Month

approved the attached resolution proclaiming September 15—October 15, 2015 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District. (See inserted page 67-A.)

b. Childhood Cancer Awareness Month

approved the attached resolution proclaiming September 2015 as “Childhood Cancer Awareness Month” in the Lamar Consolidated Independent School District. (See inserted page 67-B.)

10. A-16 Approval of Donations to the District, including, but not limited to:

a. Adolphus Elementary School

b. Pink Elementary School

c. Staff Development

approved donations to the district.

10. A-17 Approval of General Liability, Professional Legal, Liability and Fleet Coverage for Lamar CISD

approved renewal of the District’s 2015-2016 Professional Legal Liability (Errors and Omissions), General Liability and Fleet coverage with the Texas Association of School Boards Risk Management Fund (TASB RMF), with the option to renew succeeding years dependent upon rate increases.

10. A-18 Approval of Design Development for new elementary #24

approved the design development for the new elementary #24, as presented by PBK Architects.

10. B GOAL: PERSONNEL

10. B-1 Approval of appraisal calendars for the 2015-2016 school year

approved the appraisal calendars for the 2015 - 2016 school year as presented.

10. B-2 Approval of New PDAS Appraisers for Teaching Staff, 2015 – 2016 School Year

approved the 2015 – 2016 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

10. A GOAL: PLANNING

10. A-19 Consider approval of Lamar CISD Zoning Committee recommendations for Fulshear High School and Leaman Junior High School

Mr. Rockwood recognized members in attendance from Zoning Committee. Mr. Troy Carter presented to the Board the information from the committee meetings.

Mr. Rockwood wanted to clarify with Mr. Carter and other committee members that it was okay to include both 4A and 5A into the transfer group. They were okay with it, the Board will include this in their recommendation.

Ms. Kaminski asked how many students in 4A and 5A. Mr. Rockwood said 27 secondary students and they do not have the number of elementary students.

Ms. Danziger asked if this was only if a parent wanted to transfer. Mr. Rockwood said this would be a one-time declaration during this current school year.

Ms. Kaminski asked for assurance that the District will contact those students in 5A as well. Mr. Rockwood said yes they will be contacted and the process explained.

Ms. Danziger asked what if a parent want to move and then changes their mind. Mr. Rockwood said this will all be clarified in the one-time declaration which will also include UIL language.

It was moved by Ms. Roberts and seconded by Mr. Steenbergen that the Board of Trustees approve the 2014-2015 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary areas for Fulshear High School and Leaman Junior High for the 2016-2017 school year, as presented, while also allowing current students living in Planning Unit 4A and Planning Unit 5A to transfer. The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 2015 District and Campus Accountability Ratings

11. B GOAL: PLANNING

11. B-1 Tax Collection Report

11. B-2 Payments for Construction Projects

11. B-3 Region 4 Maintenance and Operations Update

11. B-4 Bond Update

11. B-5 Transportation Update

11. B-6 Medical/Rx Plan Structural Changes

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

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

The Board did not convene in Closed Session.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting adjourned at 7:53 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 8th day of September 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. AUDIENCE TO PATRONS

None

4. ACTION ITEMS

4. A GOAL: PLANNING

4. A-1 Consider approval of procurement method for the 2014 Bond Projects

It was moved by Mr. Steenbergen and seconded by Ms. Danziger that the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria for the 2014 Bond Projects. The motion carried unanimously.

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

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

The Board adjourned to Closed Session at 6:41 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:01 p.m.

5. A-1(a) Approval of Personnel Recommendations or Employment of Professional Personnel

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

Employed

Carlton, Karl	TBD	Assistant Principal	Terry High
Garivey, Sierra	TBD	Assistant Principal	Lamar Junior High
Squires, David	TBD	Assistant Principal	Lamar Consolidated High

5. A-1(d) Consider employment of Principal of Navarro Middle School

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the recommendation of Stephanie McElroy as the Principal of Navarro Middle School. The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 7:02 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE 2015-2016 DISTRICT AND
CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approve the 2015-2016 District and Campus Improvement Plans.

IMPACT/ RATIONALE:

Per Texas Education Code §11.252, the Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. The Board must annually approve District and the Campus performance objectives as outlined in the plans to determine that campuses are using appropriate measures to generate success. District and Campus Plans additionally support goals as defined in the Elementary and Secondary Education Act as last reauthorized by the No Child Left Behind Act of 2001.

PROGRAM DESCRIPTION:

District and Campus Improvement Plans are a required component to continually improve student performance. Plans contain a Comprehensive Needs Assessment, which identifies priority areas that are in need of improvement. Based upon the developed needs assessment, campuses align goals, objectives, strategies and resources that will be used in the current school year to improve and support student performance.

Additionally, District and Campus Improvement Plans are aligned to and support the Texas Accountability Intervention System (TAIS), and serve as a blueprint for sustaining growth toward meeting state accountability standards.

After approval, plans are posted to each campus website for public review. Plans may receive minor amendments from administration throughout the school year, in order to stay in sync with continually evolving campus and student needs.

Submitted by: Valerie Vogt, Academic Administrator
Brian Moore, Director of Research & Accountability
Dr. Marva O'Neal, Coordinator for State and Federal Programs

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Lamar Consolidated High School Cheerleader Team to travel to New Orleans, Louisiana on December 28, 2015 until January 2, 2016.

IMPACT/RATIONALE:

The Lamar Consolidated High School Cheerleader Team requests permission to travel to New Orleans, Louisiana on December 28, 2015 until January 2, 2016 by charter bus. The estimated cost per individual will be \$1,025 each which includes the cost of meals, lodging, ground transportation, and entertainment. Total cost of the trip is estimated to be \$16,410. Sixteen students are expected to participate, as well as three staff members and two chaperones. The expenses for the trip will be paid by fund-raising activities by the Lamar Consolidated Cheerleaders and team parents.

PROGRAM DESCRIPTION:

The Lamar Consolidated High School Cheerleaders will attend choreography and dance sessions to then perform at the half-time show for the Allstate Sugar Bowl on January 1, 2016.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Ramiro Estrada, Director of Fine Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL TO SUBMIT A STATE WAIVER TO THE
TEXAS EDUCATION AGENCY**

RECOMMENDATION:

That the Board of Trustees approve the Texas Education Agency request for maximum class size waivers for the elementary schools.

IMPACT/RATIONALE:

According to Board Policy EEB (LEGAL) and Texas Education Code (TEC) 25.112 the District is required to limit enrollment to 22 students in kindergarten through fourth grade classrooms. The Commissioner of Education may provide an exception by applying for maximum class size waivers. In an effort to address budgetary constraints, facility needs, balance staffing, and to meet class size requirements, the District's plan is to maintain an average 22:1 student teacher ratio in grades Kindergarten through third grade.

To date, the campuses and grade levels indicated on the attachment are the classes with more than 22 students in an individual classroom.

The elementary schools are listed on the attached table.

Once the approved TEA form is made available it will be completed and submitted.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer
 Christine Muzik, Asst. Director of Staffing & Records Mgt.
 Laura Lyons, Executive Director of Elementary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Class Size Information

Campus	Grade	Total Sections	Impacted Sections	Students	Grade Level Ratio	Campus K-3 Ratio
Adolphus #	Second	5	4	114	22.8:1	20.6:1
Adolphus *	Third	5	5	119	23.8:1	20.6:1
Adolphus	Fourth	4	4	93	23.3:1	20.6:1
Bowie ^	First-Reg.	3	3	69	23:1	18.8:1
Bowie *	Third-Reg.	3	2	68	22.6:1	18.8:1
Dickinson ^	First	4	3	92	23:1	21.4:1
Dickinson *	Third	4	3	91	22.7:1	21.4:1
Frost *	Third	3	2	69	23:1	19.6:1
Huggins	Fourth	5	2	112	22.4:1	19.4:1
Hutchison*	Second	5	1	111	22.2:1	20.7:1
Jackson	Second-Reg.	2	1	46	23:1	16.6:1
Jackson	Fourth-Reg.	2	2	46	23:1	16.6:1
Pink ^	Third	3	3	71	23.6:1	18.8:1
Travis	First	4	2	89	22.2:1	18.9:1
Williams	Fourth	7	6	165	23.5:1	19.9:1

* The campus was offered an additional teaching position and the principal has opted to not staff the position at this time but may do so in the future.

^ Currently using a substitute or paraprofessional to assist.

Campus has been allocated an additional teaching unit and is currently interviewing.

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of August 2015 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF AUGUST 2015 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of August total \$24,854,383 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	12,540,234
614	Employee Benefits	975,042
621	Professional Services	2,575
623	Education Services Center	19,434
624	Contracted Maintenance and Repair Services	422,123
625	Utilities	132,885
626	Rentals and Operating Leases	13,781
629	Miscellaneous Contracted Services	465,425
631	Supplies and Materials for Maintenance and Operations	244,372
632	Textbooks and Other Reading Materials	311,545
633	Testing Materials	2,022
634	Food Service	5,678
639	General Supplies and Materials	1,409,082
641	Travel and Subsistence -- Employee and Student	180,766
642	Insurance and Bonding Costs	2,920
649	Miscellaneous Operating Costs/Fees and Dues	557,871
659	Other Debt Services Fees	4,550
661	Land Purchase and/or Improvements	397,452
662	Building Purchase, Construction, and/or Improvements	6,543,942
663	Furniture & Equipment - \$5,000 or more per unit cost	265,971
110	Cash (Petty Cash)	14,420
131	Inventory Purchases	8,419
141	Pre-paid	86,900
217	Operating Transfers, Loans and Reimbursements	200
571	Property Taxes	240,852
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	5,922
Total		24,854,383

PROGRAM DESCRIPTION:


The report above represents all expenditures made during the month of August 2015 and previous months purchasing card transactions. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF AUGUST 31, 2015**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	124,127,702.00	124,187,235.00	59,533.00	100.0%
5800-STATE PROGRAM REVENUES	92,271,861.00	79,010,083.00	(13,261,778.00)	85.6%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	2,472,679.00	727,679.00	141.7%
7900- OTHER RESOURCES	-	990,926.00	990,926.00	0%
TOTAL- REVENUES	218,144,563.00	206,660,923.00	(11,483,640.00)	94.7%
EXPENDITURES				
6100-PAYROLL COSTS	184,299,460.00	170,738,916.00	13,560,544.00	92.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,525,821.00	11,696,986.00	2,828,835.00	80.5%
6300-SUPPLIES AND MATERIALS	11,507,563.00	9,123,202.00	2,384,361.00	79.3%
6400-OTHER OPERATING EXPENDITURES	9,381,364.00	8,194,982.00	1,186,382.00	87.4%
6600-CAPITAL OUTLAY	2,958,408.00	2,055,337.00	903,071.00	0.0%
TOTAL-EXPENDITURES	222,672,616.00	201,809,423.00	20,863,193.00	90.6%

**Lamar CISD
Local Investment Pools
as of August 31, 2015**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,629,025.33	0.00	410,142.08	219.82	3,219,103.07
General Account	37,701,895.21	41,802,580.86	18,841,414.08	2,922.74	60,665,984.73
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	24,357.32	5,558,080.75	4,813,391.00	132.43	769,179.50
Debt Service Series 2004	0.00	0.00	0.00	0.00	0.00
Workmen's Comp	548,856.77	33,333.33	0.00	35.26	582,225.36
Property Tax	31,010,456.38	260,628.67	31,116,011.85	691.72	155,764.92
Vending Contract Sponsor	475,357.83	0.00	0.00	28.94	475,386.77
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	0.00	1,592,934.14	0.00	61.76	1,592,995.90
Debt Service Series 2007	17.32	1,724,473.13	1,724,489.45	3.45	4.45
Capital Projects Series 2005	609,441.21	0.00	0.00	37.05	609,478.26
Student Activity Funds	45,866.90	0.00	0.00	2.67	45,869.57
Taylor Ray Donation Account	7,606.75	0.00	0.00	0.46	7,607.21
Capital Projects Series 2007	209,108.63	0.00	0.00	12.72	209,121.35
Common Threads Donation	53,231.71	0.00	0.00	3.24	53,234.95
Debt Service Series 2008	18.04	1,585,694.30	1,585,711.34	3.17	4.17
Capital Projects 2012A	8,633,449.92	0.00	1,372,276.94	501.71	7,261,674.69
Debt Service 2012A	245,073.37	1,240,889.55	1,485,961.92	8.37	9.37
Debt Service 2012B	483,113.73	345,980.79	829,093.52	12.30	13.30
Capital Projects 2014A	5,044,207.06	0.00	3,630,105.09	274.01	1,414,375.98
Capital Projects 2014B	916,886.71	0.00	641,888.36	34.01	275,032.36
Debt Service 2014A	2,565,501.53	408,804.55	900,000.00	138.74	2,074,444.82
Debt Service 2014B	1,793,839.66	508,983.50	1,897,872.09	59.07	405,010.14
Debt Service 2013	265,794.60	236,135.99	501,929.59	6.87	7.87
Debt Service 2013A	265,806.46	190,402.12	437,480.20	7.50	18,735.88
Debt Service 2015	1,413,801.17	0.00	1,233,543.07	40.63	180,298.73
Capital Projects 2015	21,840,618.00	0.00	780,902.65	1,309.96	21,061,025.31

Lone Star Investment Pool Government Overnight Fund

Capital Projects Fund	5,020.99	0.00	0.00	0.37	5,021.36
Workers' Comp	720,869.33	0.00	0.00	53.54	720,922.87
Property Tax Fund	32,160.16	0.00	0.00	2.39	32,162.55
General Fund	2,587,922.27	0.00	0.00	192.20	2,588,114.47
Food Service Fund	90,492.16	0.00	0.00	6.72	90,498.88
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.65	0.00	0.00	0.05	700.70
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	384.07	0.00	0.00	0.03	384.10
Capital Projects 2008	13,250.48	0.00	0.00	0.98	13,251.46
Capital Projects 2012A	208,716.03	0.00	0.00	15.50	208,731.53
Capital Projects 2014A	18,012,344.17	0.00	0.00	1,337.73	18,013,681.90
Capital Projects 2014B	6,346,484.44	0.00	0.00	471.34	6,346,955.78
Capital Projects 2015	29,121,019.70	0.00	0.00	2,162.74	29,123,182.44
Debt Service Series 2015	1,885,080.91	0.00	0.00	140.00	1,885,220.91

MBIA Texas CLASS Fund

General Account	15,355,154.01	0.00	0.00	2,283.27	15,357,437.28
Capital Project Series 1998	905.27	0.00	0.00	0.05	905.32
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,053,772.87	0.00	0.00	1,643.69	11,055,416.56
Capital Projects 2015	14,561,006.63	0.00	0.00	2,165.20	14,563,171.83
Debt Service 2015	942,572.61	0.00	0.00	140.17	942,712.78

TEXSTAR

Capital Projects Series 2007	742.64	0.00	0.00	0.01	742.65
Debt Service Series 2008	451,528.34	0.00	451,527.34	12.86	13.86
Capital Projects Series 2008	1,629,264.43	0.00	0.00	113.86	1,629,378.29
Debt Service Series 2012A	1,386,014.50	0.00	1,386,013.50	39.45	40.45
Debt Service Series 2012B	4,774.39	0.00	0.00	0.31	4,774.70
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,509.88	0.00	0.00	0.31	4,510.19
Capital Projects 2014A	139.53	0.00	0.00	0.00	139.53
Capital Projects 2014B	5,848,170.62	0.00	1,723,088.17	391.95	4,125,474.40
Debt Service 2015	3,298,882.11	0.00	0.00	230.54	3,299,112.65
Capital Projects 2015	50,961,637.97	0.00	0.00	3,561.08	50,965,199.05

TEXAS TERM/DAILY Fund

Capital Projects Series 2007	1,004,807.50	0.00	0.00	94.46	1,004,901.96
Capital Projects Series 2008	140.71	0.00	0.00	0.01	140.72
Capital Projects Series 2012A	463,911.77	0.00	0.00	43.61	463,955.38
Capital Projects Series 2014A	18,015,373.72	0.00	0.00	1,693.64	18,017,067.36
Capital Projects Series 2014B	9,840,232.36	0.00	0.00	925.09	9,841,157.45
Debt Service 2015	1,885,100.30	0.00	0.00	177.22	1,885,277.52
Capital Projects 2015	29,121,319.32	0.00	0.00	2,737.73	29,124,057.05

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.07	\$6,548.60
LONE STAR ACCOUNT INTEREST	0.09	\$4,383.59
MBIA TEXAS CLASS ACCOUNT INTEREST	0.18	\$6,232.38
TEXSTAR ACCOUNT INTEREST	0.08	\$4,350.37
TEXAS TERM/DAILY ACCOUNT INTEREST	0.11	\$5,671.76
TOTAL CURRENT MONTH EARNINGS		\$27,186.70
EARNINGS 9-01-14 THRU 7-31-15		\$146,639.02
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$173,825.72

**CONSIDER ACCEPTANCE OF CERTIFICATE
OF EXCELLENCE IN FINANCIAL REPORTING**

RECOMMENDATION:

That the Board of Trustees review and accept the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2014 (School Year 2013-14).

IMPACT/RATIONALE:

Lamar CISD has been awarded the Certificate of Excellence in Financial Reporting by the Association of School Business Officials (ASBO) International. The award represents a significant achievement by the District and reflects our commitment to the highest standards of school system financial reporting. A district earning the Certificate of Excellence receives not only the award, but enhanced credibility for the financial management of its school system.

The Certificate of Excellence in Financial Reporting Program was designed by ASBO International to enable school business officials to achieve a high standard of financial reporting. School systems participating in the program are not competing against one another, but striving toward meeting a higher standard than required by state and federal regulatory agencies. This nationally-recognized program reviews and critiques school district accounting practices as represented in the Comprehensive Annual Financial Report (CAFR) and recognizes school districts that adhere to sound principles and reporting procedures. All applicants receive constructive comments about their CAFR from trained accounting professionals, and the award is only conferred to school systems that have met or exceeded the standards of the program. The District has been awarded the Certificate for the past 15 years.

Since its inception in 1972, the program has gained the distinction of being a prestigious national award recognized by accounting professionals, underwriters, securities analysts, bond rating agencies, state and federal agencies, and education, teacher and citizen groups.

ASBO, founded in 1910, is a professional association that provides programs and services to promote the highest standards of school business management practices, professional growth, and the effective use of educational resources.

An electronic copy of the CAFR will be provided under a separate cover, the contents of which were presented when the Board approved the audit in January 2015. A printed copy of the report will be provided upon request.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL TO FUND PROJECTS WITH
2006 BOND PROGRAM AVAILABLE FUNDS**

RECOMMENDATION:

That the Board of Trustees approve projects in the amount of \$1,065,000 to be funded with proceeds remaining from the 2006 bond program.

IMPACT/RATIONALE:

The projects listed below fall within the scope of the bond program referenced above; therefore, the Maintenance and Operations Department is requesting to fund these significant capital projects utilizing the available funds:

Campus/Facility	Project	Amount
Jackson Elementary School	Renovate two restrooms and address drainage issues	\$190,000
Seguin Early Childhood Center	Roof repairs	\$150,000
Terry High School	Repair drainage issues at auditorium	\$75,000
Development Center	Address drainage issues	\$200,000
Pink Elementary School	Roof repairs	\$200,000
Campbell Elementary School	Address drainage issues	\$75,000
Smith Elementary School	Resurface front parking lot	\$75,000
District-wide	Paint exterior of temporary buildings	<u>\$100,000</u>
Total		\$1,065,000

PROGRAM DESCRIPTION:

The transfer of funds for use in this manner will exhaust a substantial amount of residual funds from the 2006 bond program.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Kevin McKeever, Administrator for Operations
Yvonne Dawson, Budget and Treasury Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF CATERING AND BANQUET SERVICES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for catering and banquet services for the District.

IMPACT/RATIONALE:

Purchases may be made for food and catering services by each campus or department. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP 16-2015LN requested that vendors supply detailed menus with discounted pricing specific to Lamar Consolidated ISD (LCISD). In addition, vendors provided ordering instructions and delivery options for LCISD locations. Vendor discounted menus shall provide LCISD staff the benefit of budgeting and overall planning for food expenses. Catering and banquet services can be utilized for all LCISD administrative type events and functions, excluding student cafeteria service.

Working with the Purchasing Department, various department staff familiar with ordering catering and banquet services, evaluated submissions based on an eight criteria rubric. After evaluation of the businesses who responded, it is the recommendation to award to all respondents. This bid will be awarded as a two year term contract. Either party may provide a 30-day advance written notice of intent to cancel prior to the expiration of the 2-year term. This agreement will commence on October 1, 2015.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

RFP 16-2015LN

1. 9er's Grill, LLC
2. Another Time Soda Fountain & Café
3. Banditos Taco & Grill
4. Ben's Chuck Wagon
5. Bob's Taco Station
6. Briscoe Manor / Behind the Bash Catering & Events, LP
7. Burger Barn, The
8. Bush's Chicken
9. Chick-fil-A, Bella Terra
10. Chick-fil-A, Greatwood and Rosenberg
11. Fajita Pete's
12. Firehouse Subs
13. Freebirds, World Burrito
14. French Corner, The
15. Great Harvest Bread Co., Sugar Land
16. Gringo's Mexican Kitchen
17. Italian Maid Café, LLC
18. Jay Café, The
19. La Cocina
20. Logan Farms Honey Glazed Hams & Market Café
21. Lomonte's Italian Restaurant
22. Lone Star Kolaches
23. M&M's Southern Creole Kitchen, LLC
24. McAllister's Deli
25. Mr. C's Homestyle Catering
26. Old Main Street Bakery
27. Ol' Railroad Café
28. Panera Bread
29. Papa John's Pizza
30. Papa Mex Express Mex Café
31. Papa Murphy's Take-n-Bake Pizza
32. Pocket To Me
33. Russo's – Greatwood New York Pizzeria, LLC
34. Safari Texas
35. Schulze's BBQ and Catering
36. Skeeter's Sugar Land
37. Southern Ice Cream
38. Sweet Tooth, The
39. TG's To Go
40. Vincek's Smokehouse
41. Western Steakhouse, The
42. Whole Foods Market
43. Witt's Catering, Witt Pit BBQ

CONSIDER APPROVAL OF DESKTOP DELIVERY OF JANITORIAL SUPPLY

RECOMMENDATION:

That the Board of Trustees approve Gulf Coast Paper Company, Inc. for desktop delivery of janitorial supply district-wide.

IMPACT/RATIONALE:

CSP 15-2015LN requested janitorial chemical products and supplies to be delivered to campuses and departments on a continual basis. In an effort to become more efficient, productive, and to reduce logistical expenses, janitorial items will be available via desktop delivery. Price discounts were requested, along with a requirement for product use safety training, an online ordering system and usage report functions.

PROGRAM DESCRIPTION:

Working with the Purchasing Department, the Maintenance and Operations Department evaluated submissions based on an eight criteria rubric. After evaluation of the firms who responded, it is the recommendation to award to Gulf Coast Paper, Inc.

This bid will be awarded as an annual contract and with an optional renewal for four (4) additional one year periods if all conditions are met. Either party may provide a 30-day advance written notice of intent to cancel prior to the expiration of the annual term. It is expected that Gulf Coast Paper, Inc. will have all necessary dispenser systems and supplies installed prior to the commence date. This agreement will fully commence on January 1, 2016.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CSP 15-2015LN Desktop Delivery of Janitorial Supply

Vendor	Purchase Price 25 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10 Points Max	Extent to which the goods or services meet the District's needs 20 Points Max	Vendor's past relationship with the District 5 Points Max	Long-Term cost to the District to acquire the vendor's goods or services 10 Points Max	Vendor's principal place of business is in the State of Texas, or employs 500 people in this state 5 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points Max	Total Score	Firm's Ranking Order
Gulf Coast Paper	25.0	15.00	8.67	18.00	5.0	10.00	5.00	10.00	96.67	1
Buckeye	20.9	15.00	10.00	19.67	5.0	10.00	5.00	10.00	95.57	2
Hillyard	21.9	15.00	9.33	19.00	5.0	7.66	5.00	10.00	92.89	3
High Point Sanitary	17.6	5.00	5.67	17.33	5.0	8.67	5.00	10.00	74.27	4
Matera Paper	20.8	5.00	8.00	16.67	1.0	6.67	5.00	10.00	73.14	5
Tejas Office	24.4	10.00	7.33	6.00	3.0	6.00	5.00	10.00	71.73	6

**CONSIDER APPROVAL OF RESOLUTION SETTING FORTH A NOMINEE FOR THE
BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the resolution setting forth a nominee for the Board of Directors of the Fort Bend Central Appraisal District (FBCAD).

IMPACT/RATIONALE:

The proposed resolution to nominate candidate(s) to serve on the Board of Directors of the FBCAD is attached, along with the 2015 voting entitlement tabulation. Lamar CISD is entitled to 561 votes and may cast all of its votes for one candidate or distribute them among any number of candidates on the official ballot.

PROGRAM DESCRIPTION:

Five directors are appointed for two-year terms by the taxing units that participate in the appraisal district. Elections are held in odd-numbered years. Each eligible voting entity is allowed a certain number of votes per position on the ballot. Voting entitlements are based on each voting entity's pro-rata share of the prior year property tax levy within the county. By regulation, Lamar CISD's percentage allocation of 11.2099% is multiplied by 1,000 and rounded to the nearest whole number ($.112099 * 1,000 = 112.10$). This year's allocation is 112.10 votes per director on the ballot (5) for a total of 560.50 votes ($112.10 * 5$, rounded to 561). A total of 5,000 votes will be cast by all eligible voting entities in the county.

Each taxing unit that is entitled to vote may nominate by resolution, adopted by its governing body, one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the unit's nominees to the chief appraiser before October 15, 2015 via the resolution attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**RESOLUTION FOR THE NOMINATION OF CANDIDATE(S) TO THE
BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT**

WHEREAS, the Property Tax Code provides that each taxing unit in a county is entitled to nominate by resolution of its governing board, candidates to fill the vacancy on the Board of Directors of the county's central appraisal district; and

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District is a taxing unit in Fort Bend County.

THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of Lamar Consolidated Independent School District nominates the following person(s) to fill the vacancy on the Board of Directors of the Fort Bend Central Appraisal District:

2. The President of the Board of Trustees is authorized and directed to submit these nominees of the Lamar Consolidated Independent School District to the Chief Appraiser of the Fort Bend Central Appraisal District by delivering a copy of this Resolution to the Chief Appraiser before Thursday, October 15, 2015.

3. This Resolution shall become effective from and after its passage.

On motion of Trustee _____ and seconded by Trustee _____ the above Resolution voting for person(s) to be placed in nomination to serve on the Fort Bend Central Appraisal Board of Directors was adopted, and it was so ordered.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, Anna Gonzales, Secretary of the Board of Trustees of the Lamar Consolidated Independent School District, do hereby certify that the foregoing is a true and correct copy of a motion presented and passed by a majority vote of the Board of Trustees at a meeting duly posted and noticed under the Texas Open Meetings Act and held on September 17, 2015.

 Anna Gonzales, Board Secretary
 Lamar Consolidated Independent School District

SUBSCRIBED AND SWORN TO BEFORE ME this is the ____ day of September 2015.

Notary Public in and for
 Fort Bend County, Texas

Name:

My Commission Expires:

2015 Voting Allocation by Entity Type

Row Labels	Tax Levy	Percent of Total Levy	Count by Type	Total Votes
City	\$88,856,221	6.16%	15	307
County	\$230,658,465	16.00%	1	800
Drainage Dist.	\$17,056,774	1.18%	2	59
Emergency Dist.	\$14,123,880	0.98%	6	50
Improvement Dist.	\$852,198	0.06%	2	3
JR College	\$8,037,238	0.56%	2	28
Levee Imp. Dist.	\$49,259,870	3.42%	14	172
Management Dist.	\$1,083,598	0.08%	1	4
MUD	\$254,382,924	17.65%	142	880
Redevelopment Dist.	\$273,995	0.02%	1	1
School Dist.	\$766,421,518	53.17%	6	2,660
Water Dist.	\$10,407,654	0.72%	6	36
Grand Total	\$1,441,414,336	100.00%	198	5,000



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

Dr. Thomas Randle, Superintendent
Lamar C.I.S.D.
3911 Avenue I
Rosenberg, TX 77471-3901

Reference: *Right to Nominate a Person to Serve As a Director of the District*

Date: Tuesday, September 08, 2015

6.03. Board of Directors

Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

Before October 30

The chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under as set by the property tax code in subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

The following current Board of Directors have agreed to serve another term if elected:

Jim Kij, Chairman of the Board
Paul Stamatis, Jr., Vice-Chairman of the Board
Al Abramczyk, Board Secretary
Rhonda Zacharias, Board Member

The conservation and reclamation districts have placed Sam Mayson as their candidate.

There are a total of 1,000 votes per position with five members to be elected for a total of 5,000 votes. If you have any questions regarding the election process, please contact me directly at 281-633-4100.

Respectfully yours,

Glen T. Whitehead, RPA
Chief Appraiser

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 28 – October 2, 2015 as “Custodial Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Custodial Week will be celebrated nationally during the week of September 28 – October 2, 2015. It is appropriate that Lamar CISD recognize the importance and contributions of our district custodial staff during this week.

PROGRAM DESCRIPTION:

Campus and department staff members will be honoring their custodial staff during Custodial Week in Lamar CISD.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **Custodial Week** is celebrated throughout the United States during the week of September 28 – October 2, 2015; and

Whereas, **Custodial Week** recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team in our schools; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare September 28 – October 2, 2015 as **Custodial Week** in the Lamar Consolidated Independent School District.

Adopted this 17th day of September 2015 by the Board of Trustees.



Kathryn Kaminski, President

Anna Gonzales, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
RED RIBBON WEEKS**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 – 31, 2015 as "Red Ribbon Weeks" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The weeks of October 23 – 31, 2015 will be celebrated District-wide as "Red Ribbon Weeks," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Tobacco prevention, refusal skills, and the courage to make healthy choices are the focus of this year's campaign. Lamar CISD is on the forefront of prevention in promoting health and success for all our students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 23 years, Lamar CISD has led the community in promoting drug prevention. Each school will be presenting a variety of prevention activities, involving the staff and students, which increase the protective factors in the lives of Lamar CISD students.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, drug, tobacco and alcohol abuse in this nation has reached epidemic stages; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, the weeks of October 23 – 31, 2015 have been declared District-wide as "**Red Ribbon Weeks**;" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug abuse prevention education;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the weeks of October 23 – 31, 2015 as "**Red Ribbon Weeks**" in the Lamar Consolidated Independent School District and encourages all staff, students, parents, businesses, and community members to support and participate in drug-prevention activities.

September 17, 2015



Kathryn Kaminski, President

Anna Gonzales, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL BUS SAFETY WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 19 – 23, 2015 as “School Bus Safety Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Bus Safety Week will be celebrated nationally during the week of October 19 – 23, 2015. During this week it is appropriate that Lamar CISD recognize the importance of school bus safety and the role that transportation staff members serve.

PROGRAM DESCRIPTION:

Lamar CISD school staff members will increase students’ awareness of school bus safety by reviewing and discussing the district’s school bus rules.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Bus Safety Week** is celebrated throughout the United States during the week of October 19 – 23, 2015; and

Whereas, **School Bus Safety Week** recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 19 – 23, 2015 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 17th day of September 2015 by the Board of Trustees.

Kathryn Kaminski, President

Anna Gonzales, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL LUNCH WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 12 – 16, 2015 as “School Lunch Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 12 – 16, 2015. It is appropriate that the Lamar CISD recognize the importance of our District school lunch program and staff during this week.

PROGRAM DESCRIPTION:

The Lamar CISD Food Service department has designed special promotions during this week for the school cafeterias.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Lunch Week** is celebrated throughout the United States during the week of October 12 – 16, 2015; and

Whereas, **School Lunch Week** recognizes the importance of a nutritious school lunch program; and

Whereas, food service staff members are valuable members of our schools' educational teams; and

Whereas, the assistance of food service staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 12 – 16, 2015 as **School Lunch Week** in the Lamar Consolidated Independent School District.

Adopted this 17th day of September 2015 by the Board of Trustees.

Kathryn Kaminski, President

Anna Gonzales, Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

An anonymous donation of a 2016 cargo trailer valued at \$2,950.94 was made to the Lariettes at George Ranch High School.

Hutchison PTA donated \$9,850 for track upgrade and materials at Hutchison Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF TRAFFIC STUDY
FOR THE NEW ELEMENTARY #24**

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. for the traffic engineering study for the new Elementary #24 in the amount of \$13,000.

IMPACT RATIONALE:


The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the new Elementary #24.

Submitted by: Kevin McKeever, Administrator for Operations
Gloria Barrera, VANIR/Rice & Gardner
Jim Rice, VANIR/Rice & Gardner

Recommended for approval:



Dr. Thomas Randle
Superintendent

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

801 Congress
Suite 325
Houston, TX 77002

Voice (713) 270-8145
Fax (281) 809-0807
www.trafficengineers.com

Texas Registration Number F-003158

September 8, 2015

Mr. Kevin McKeever
Administrator of Operations
Lamar Consolidated ISD
3911 Ave I
Rosenberg, Texas 77471

Re: Proposal for Traffic Study for LCISD Elementary School #24

Dear Mr. McKeever:

This letter constitutes our proposal to conduct a Traffic Study for the proposed LCISD Elementary School #24 located on FM 359, south of Fulshear-Gaston Road (Bellaire Boulevard).

Scope of Services

Task 1 - Data Collection

Traffic Engineers, Inc. will conduct School peak hour TMCs at the following intersections:

- FM 359 at Fulshear-Gaston Road (Bellaire Boulevard)
- FM 359 at FM 1093

The following information will be provided by LCISD/PBK:

- Year school will open
- Arrival and dismissal times
- Number of students
- Number of staff
- Number of buses
- Number of day care vans
- Names of existing schools that generate approximately the same amount of parent traffic expected to be generated by the future Elementary School #24
- Approximate attendance zone

A site visit will be conducted to collect pertinent information for the study. Traffic Engineers, Inc. will observe dismissal at the existing school(s) identified by LCISD that generate approximately the same amount of parent traffic expected to be generated at the future elementary school. The total number of parents and the maximum queue of parents will be used to determine the amount of on-site stacking needed at Elementary School #24.

Task 2 - Trip Generation and Distribution

The amount of traffic expected to be generated by Elementary School #24 will be estimated based on the information obtained from LCISD/PBK in Task 1 and data collected at the existing schools. The traffic volumes will be distributed to the following intersections:

- FM 359 at Fulshear-Gaston Road (Bellaire Boulevard)
- FM 359 at FM 1093
- FM 359 at school driveways (estimated one intersection)

Task 3 - Traffic Impact Analysis

The school site plan will be evaluated with respect to on-site traffic circulation. The amount of on-site storage needed for the student drop-off/pick-up area, the bus loading/unloading area and staff parking lot will be analyzed.

Traffic projections will be developed for Background and Build-out conditions for the opening year of the elementary school.

The impact of the school generated traffic on the adjacent roadways will also be analyzed to ensure adequate off-site circulation.

A southbound left-turn lane and a northbound right-turn lane will be constructed on FM 359 at the school driveway. Additional off-site improvements will be recommended, as needed at the intersections identified in Task 2.

Because the school has one driveway for the site, it is possible that a traffic signal will be warranted at the intersection of FM 359 at the school driveway. A Traffic Signal Warrant Analysis will be conducted at the intersection.

Task 4 - Study Findings

A report will be prepared documenting the findings and recommendations for on-site and off-site circulation. The study will be submitted to TxDOT and Fort Bend County

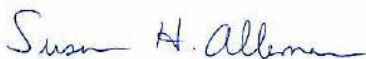
Compensation and Schedule

Based on our estimate of hours required to complete this project, compensation of \$13,000 is proposed on a lump sum basis.

Assuming Notice To Proceed and requested information regarding the school is received by September 21st, a draft report will be submitted to LCISD for review by October 19th.

Please contact me at (713) 446-4442 or at susan@trafficengineers.com if you have any questions regarding this proposal.

Sincerely,



Susan H. Alleman
Principal

Accepted by:

Signature

Date _____

**CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT
WITH THE CITY OF RICHMOND**

RECOMMENDATION:

That the Board of Trustees approve an interlocal agreement with the City of Richmond.

IMPACT/RATIONALE:

The City of Richmond requested this interlocal agreement to participate in the upsizing of the new water line to Williams Elementary School from the Fort Bend County Municipal Utility District (MUD) #116. This upsizing allows the City of Richmond more capacity for future growth in the area. The District agrees to grant a 25 foot water line and sanitary sewer easement for purposes of the expansion of the City's existing water line. The City of Richmond has requested the District to increase the water line from an 8" line to a 12" water line. The City of Richmond shall be responsible for all of the related costs of this increase, estimated at \$60,976.16. The City of Richmond also agrees to waive its inspection fees related to the construction, estimated at \$4,500.

PROGRAM DESCRIPTION:

Upon approval, The City of Richmond will start its process to reimburse the District for the increase in the water line.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

KNOWN BY ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT BETWEEN CITY OF RICHMOND, TEXAS AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.**

This Interlocal Agreement (the “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, between **The City of Richmond, Texas**, (the “City”) a body corporate and politic, acting by and through its City Council; and **Lamar Consolidated Independent School District** (“LCISD” or the “District”), acting by and through its Board of Trustees. The City and LCISD are herein collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, the City and LCISD are each local governments as defined by the Act, and as such are each lawfully permitted to enter into an Interlocal Agreement;

WHEREAS, the City desires LCISD’s assistance in performing certain governmental functions and services;

WHEREAS, City desires to assist LCISD in performing certain governmental functions and services;

WHEREAS, LCISD desires the City’s assistance in performing certain governmental functions and services; and

WHEREAS, LCISD desires to assist the City in performing certain governmental functions and services;

WHEREAS, the District is the owner of that approximately ten (10) acre tract of land located in Fort Bend County, as shown as the tract labeled “Williams Elementary School” in Exhibit A, attached hereto and incorporated herein by reference (the “District Tract”);

WHEREAS, the City desires to utilize the a portion of the District Tract to expand an existing City water line to aid in future services to the City and LCISD;

WHEREAS, the City desires to perform the construction activities related to the expansion of such water line;

WHEREAS, the District desires to grant an easement to the City for the expansion of the necessary water line and cooperate with the City in connection with such expansion;

NOW THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. EASEMENT

The District agrees to grant to the City a 25' water line and sanitary sewer easement over a portion of the District Tract, as shown in Exhibit A, and described in Exhibit B, attached hereto and incorporated herein by reference (the "Easement"), for purposes of the expansion of the City's existing water line.

II. CONSTRUCTION

The City agrees to take the necessary action to perform all necessary construction related to the expansion of the existing water line from an 8" water line to a 12" water line (the "Construction").

III. COMPENSATION

The City shall be responsible for payment of all costs related to such construction, in an amount estimated to be Sixty Thousand Nine Hundred Seventy Six and 16/100 Dollars (\$60,976.16).

In exchange for granting the Easement set forth in Article I, above, to the City, the City hereby agrees to waive its inspection fees related to the Construction, approximated to be Four Thousand Five Hundred and No/100 Dollars (4,500.00), which would otherwise be due from LCISD. Additionally, the City hereby agrees to waive all City platting requirements related to the development of the District Tract. The Parties hereby agree that the provisions set forth in this paragraph shall survive the expiration or termination of this Agreement.

In addition, the City hereby agrees to waive any requirements related to platting in connection with LCISD's development of the District Tract.

The Parties agree that the City must be specifically authorized by law to individually and independently perform the agreed upon governmental functions or services on its own.

The Parties agree that LCISD must be specifically authorized by law to individual and independently perform the agreed upon governmental functions or service of its own.

The Parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, Section 52 of the Texas Constitution.

IV. CURRENT REVENUES

The Party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying Party.

V. TERM

The term of this Agreement (the "Term") shall be effective from the date executed by the last party hereto (the "Effective Date") and shall remain in effect until _____.

V. MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties.

Nothing in this Agreement shall be deemed or construed to created any third party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.

This Agreement constitutes the sole agreement of the Parties and supersedes any other oral or written understandings or agreements

Venue for all purposes related to this Agreement shall be Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to **City of Richmond:**

Attn: _____

If to **Lamar Consolidated Independent School District:**

3911 Avenue I
Rosenberg, TX 77471
Attn: Superintendent

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties have executed this Agreements on the dates indicated.

THE CITY OF RICHMOND, TEXAS

By: _____

Name: _____

Date: _____

Attest:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Date: _____

Attest:

EXHIBIT A

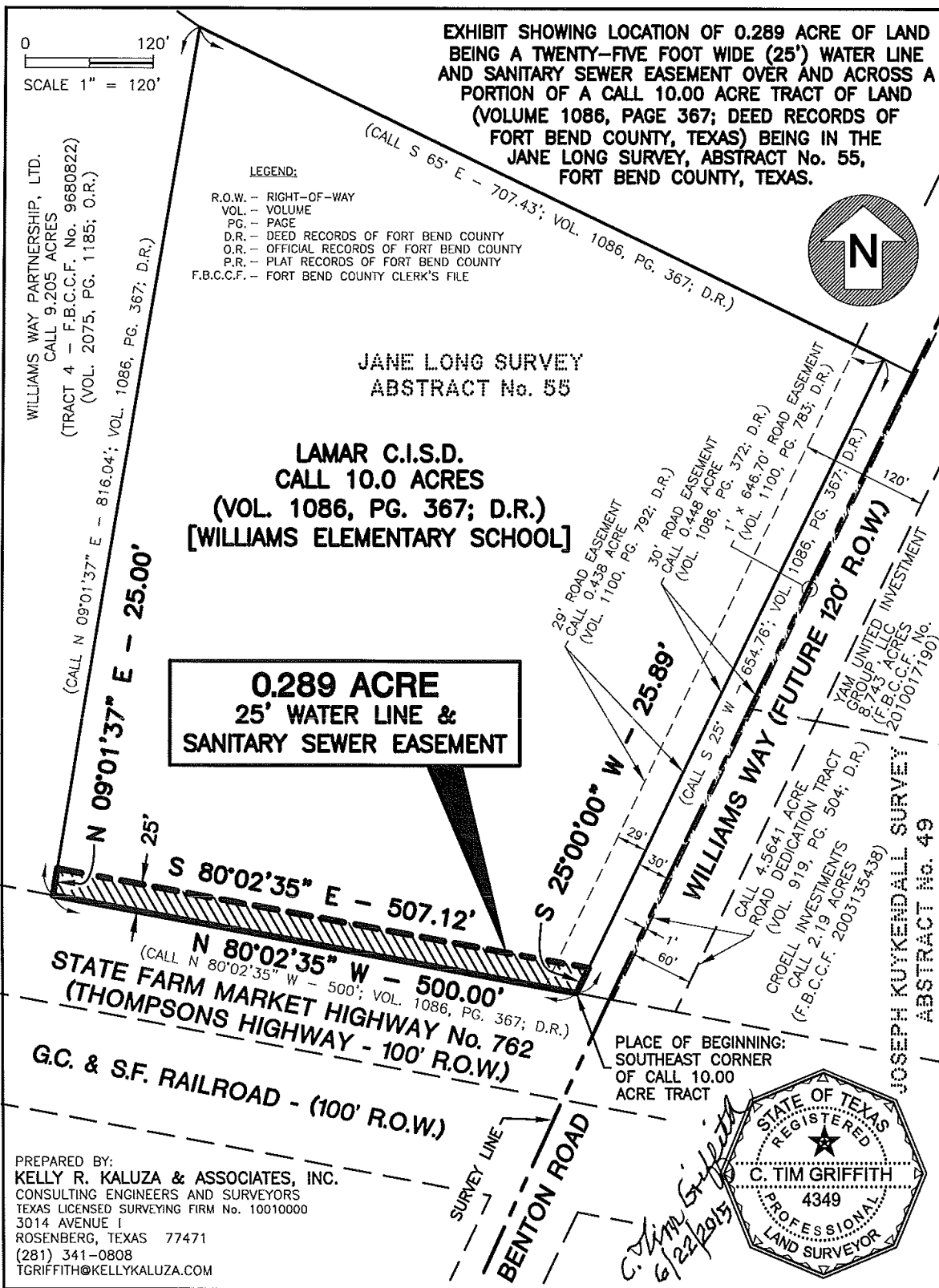


EXHIBIT B

A FIELD NOTE DESCRIPTION of 0.289 acre of Land being a twenty-five foot wide water line and sanitary sewer easement over and across a portion of call 10.00 Acre tract of land (Volume 1086, Page 367; Deed Records of Fort Bend County, Texas) being in the Jane Long Survey, Abstract No. 55, Fort Bend County, Texas.

BEGINNING at a point for the southeast corner of said call 10.00 acre tract; said corner being the southeast corner of a call 0.438 acre 29 foot wide road easement (Volume 1100, Page 792; Deed Records of Fort Bend County, Texas) for Williams Way (future 120 foot wide) and being in the northerly right-of-way line of State Farm Market Highway No. 762 (100 feet wide); said corner being the southeast corner of this 0.289 acre tract;

THENCE; North 80 degrees, 2 minutes, 35 seconds West - 500.00 feet along the southerly line of said call 10.00 acre tract and along the northerly right-of-way line of said State Farm Market Highway No. 762 to a point for the southwest corner of this tract; said corner being the southwest corner of said call 10.00 acre tract;

THENCE; North 9 degrees, 1 minute, 37 seconds East - 25.00 feet along the westerly line of said call 10.00 acre tract to a point for the northwest corner of this tract;

THENCE; South 80 degrees, 2 minutes, 35 seconds East - 507.12 feet along a line 25.00 feet perpendicular distance northerly of and parallel to the southerly line of said call 10.00 acre tract and the northerly right-of-way line of said State Farm Market Highway No. 762 to a point for the northeast corner of this tract;

THENCE; South 25 degrees, 0 minutes, 0 seconds West - 25.89 feet along the easterly line of said call 10.00 acre tract and along the easterly line of said call 0.438 acre 29 foot wide road easement tract to the **PLACE OF BEGINNING** and containing 0.289 acre of Land.

C. Tim Griffith
C. Tim Griffith, R.P.L.S. No. 4349



**CONSIDER APPROVAL OF FINAL PAYMENT
FOR THE NEW LAMAR CISD NATATORIUM**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$534,700 to Gamma Construction for the construction of the new Lamar CISD Natatorium.

IMPACT/RATIONALE:

Gamma Construction was the contractor for the construction of the new Lamar CISD Natatorium. Substantial completion was taken on March 3, 2015.

PROGRAM DESCRIPTION:

Upon approval, Gamma Construction will be paid 100% for the construction of the new Lamar CISD Natatorium.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO OWNER: LAMAR CISD
 3911 Avenue II
 Rosenberg, Texas 77471

PROJECT: Lamar CISD Natatorium

APPLICATION NO: 00020
 PERIOD TO: 8/14/2015
 PROJECT NOS.: 1350

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: GAMMA CONSTRUCTION
 2808 Joanel Street
 Houston, TX 77027

VIA ARCHITECT: PBK ARCHITECTS
 11 Greenway Plaza
 Houston, TX 77046

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$10,694,000.00
- 2. Net change by Change Orders \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$10,694,000.00
- 4. TOTAL COMPLETED & STORED TO DATE \$10,694,000.00
 (Column G on G703)

5. RETAINAGE:

- a. 0 % of Completed Work \$0.00
 (Columns D + E on G703)
- b. 0 % of Stored Material \$0.00
 (Columns F on G703)

Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$10,694,000.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$10,159,300.00

8. CURRENT PAYMENT DUE \$534,700.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GAMMA CONSTRUCTION

By: [Signature] Date: 8/18/15

Koy Scheiner

State of: Texas

County of: Harris

Subscribed and sworn to before

me this 18th day of August 2015



Notary Public: [Signature]

My Commission expires: 3/18/19

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$534,700.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: PBK Sports

By: [Signature] Date: 9-9-2015

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

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G702-1992

**CONSIDER APPROVAL OF THE 2015-2016 AGREEMENT FOR SPORTS MEDICINE
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AND MEMORIAL HERMANN HEALTH SYSTEM (MHHS)**

RECOMMENDATION:

That the Board of Trustees approve the agreement for Sports Medicine services between Lamar Consolidated Independent School District (LCISD) and Memorial Hermann Health System (MHHS) for the 2015-2016 school year.

IMPACT/RATIONALE:

LCISD desires to collaborate with MHHS for the purpose of enhancing the quality of sports medicine services made available to LCISD student athletes.

PROGRAM DESCRIPTION:

MHHS will partner with LCISD and serve as the official healthcare provider of LCISD Athletics and to provide marketing opportunities set forth in Exhibit A.

Submitted by: Leslie Haack, Executive Director Secondary Education
Mike Rice, Director of Athletics

Recommended for approval:



Dr. Thomas Randle
Superintendent

SPORTS MEDICINE AGREEMENT

THIS SPORTS MEDICINE AGREEMENT (this "*Agreement*") is entered into effective as of September 1, 2015 (the "*Effective Date*"), for a term expiring on August 31, 2016 (the "*Term*"), by and between Memorial Hermann Health System ("*MHHS*"), a Texas non-profit corporation, and the Lamar Consolidated Independent School District ("*LCISD*"). MHHS and LCISD are sometimes referred to in this Agreement, individually, as a "*Party*" or, together, as the "*Parties*."

RECITALS

A. MHHS is an acute care hospital system headquartered in Houston, Texas, which operates the Memorial Hermann Ironman Sports Medicine Institute ("*Institute*");

B. LCISD desires to collaborate with MHHS for the primary purpose of enhancing the quality of sports medicine services made available to LCISD student athletes and to designate and utilize MHHS as the official healthcare provider of LCISD athletics; and

C. MHHS desires to partner with LCISD and to serve as the official healthcare provider of LCISD upon the terms and conditions contained herein.

In consideration of the mutual promises set forth in this Agreement, MHHS and LCISD agree to the following terms:

AGREEMENT

1. Responsibilities of the Parties.

1.1 Institute Responsibilities. MHHS agrees to provide to LCISD the financial support and the services set forth in Exhibit A.

1.2 LCISD Responsibilities. LCISD agrees to designate MHHS as the official healthcare provider of LCISD Athletics and to provide the marketing opportunities set forth in Exhibit A.

2. Term and Termination.

2.1 Term of Agreement. This Agreement shall remain in force and effect during the Term, unless earlier terminated as set forth below.

2.2 Termination without Cause. Either Party may terminate this Agreement at any time without cause upon at least one hundred-twenty (120) days prior written notice to the other Party, in which case this Agreement shall terminate on the future date specified in such notice.

2.3 Termination upon Mutual Agreement. This Agreement shall terminate on such date as MHHS and LCISD may mutually agree in writing.

2.4 Termination for Breach. Either Party may terminate this Agreement upon the default of the other Party of any term, covenant, or condition of this Agreement, where such default continues for a period of thirty (30) days after the defaulting Party receives written notice thereof from the other Party specifying the existence of such default. If such default is not cured within the time specified, this Agreement shall terminate at the end of the thirty (30) day period without further notice or demand.

2.5 First Right to Renew At the end of the Term of this Agreement LCISD will grant to MHHS the first opportunity to negotiate a renewal of the Agreement prior to efforts by LCISD to negotiate a new agreement with any third party.

3. Insurance.

3.1 MHHS shall maintain and keep in full force and effect during the Term at its own cost and expense the following types of insurance with minimum limits as set forth herein:

3.1.1 Comprehensive General Liability Insurance subject to a per occurrence limit of One Million Dollars (\$1,000,000.00) and a general aggregate limit of Two Million Dollars (\$2,000,000.00);

3.1.2 Professional Liability (malpractice) insurance or a self-funded insurance trust certified by audit in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the annual aggregate;

3.1.3 Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00);

3.1.4 MHHS is a non-subscriber to the Texas Worker's Compensation Program and, to this extent, shall maintain sufficient self-insurance and provide LCISD evidence thereof upon LCISD's reasonable request.

3.2 MHHS shall furnish certificates of insurance to LCISD within ten (10) business days of the Effective Date. Complete copies of all applicable insurance policies shall be provided to LCISD promptly upon request. Failure to provide copies of the required insurance policies within the given time may be cause for revocation of this Agreement.

3.3 The certificates of insurance and insurance policies shall state the following: "This policy shall not be non-renewed, canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to LCISD. The date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." LCISD shall be named as an additional insured in the automobile and general liability insurance policies. A Waiver of Subrogation in favor of LCISD is required.

3.4 MHHS shall furnish replacement insurance of the type and in the amounts required hereunder such that there are no gaps in coverage and shall provide renewal certificates for insurance that may expire during the term of the agreement.

4. Liaisons. The primary liaisons of each Party for purposes of coordinating performance of responsibilities under this Agreement are as follows:

For LCISD: Mike Rice
Athletic Director
Phone: 832-223-0149
Email: mrice@lcisd.org

Dr. Thomas Randle
Superintendent of Schools
Phone: 832-223-0110
Email: terandle@lcisd.org

For INSTITUTE: Name: Gregory Haralson
Title: Chief Executive Officer, Memorial Hermann
 Sugar Land Hospital
Phone: 281-725-5202
Email: gregory.haralson@memorialhermann.org

Name: Jim Brown
Title: Senior Vice President and Chief Executive Officer,
Ambulatory Services/Orthopedic Service Line
Phone : 713-512 6106
Email: Jim.Brown@memorialhermann.org

5. Notices. Notices or communications to be given under this Agreement shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed telefacsimile or certified mail, postage prepaid, to the respective addresses set out below, or at such other addresses and to such other persons as either Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by registered or certified mail, postage prepaid, one (1) business day after delivery if by an overnight delivery service, or upon transmission confirmation if by telefacsimile. A “*business day*” is a day on which the United States Postal Service delivers mail in Houston, Texas. The respective addresses are:

If to MHHS: Memorial Hermann Sugar Land Hospital
17510 West Grand Parkway South
Sugar Land, Texas 77479
Attention: Chief Executive Officer

With copy to: Memorial Hermann Health System
929 Gessner, Suite 2700
Houston, Texas 77024
Attention: Chief Legal Officer

If to LCISD: Mike Rice, Athletic Director
3911 Avenue I
Rosenberg, Texas 77471

6. **FERPA.** The Parties do not anticipate that the performance of services under this Agreement will require the exchange or disclosure of information or records protected from disclosure under the Family Educational and Privacy Rights Act ("**FERPA**"), 20 U.S.C 1232g. In the event that LCISD transmits a record or information contained in a record that is protected by FERPA to the Institute, LCISD appoints the Institute as its agent in the limited circumstances and for the limited purpose of providing services under this Agreement, in which event, the Institute shall not and agrees not to disclose any education record or any personally identifiable information contained in such record to any third party and shall maintain the educational record in conformity with FERPA and all applicable statutes, implementing regulations, and agency decisions.

7. **Independent Contractor.** The Parties hereto agree that they are not joint ventures or partners of each other by virtue of this Agreement. Neither Party hereto has control over the manner or method by which the other Party meets its obligations. Neither Party is responsible for tax or other withholding, for the other Party or its employees or agents, and sums for income tax, Social Security, unemployment insurance, or any other employee withholding, and neither Party is required to provide any employee benefits to the employees or agents of the other Party.

8. **General Provisions.**

(a) Entire Agreement; Representation; Construction. This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto.

(b) Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

(c) Incorporation By Reference. Any Schedules, Exhibits or Attachments referred to in this Agreement or the Recitals are attached to and incorporated into this Agreement by reference.

(d) Amendments. This Agreement may be amended only by a written instrument signed by MHHS and LCISD.

(e) Assignment. Neither Party may assign or subcontract any rights or obligations under this Agreement without the prior written consent of the other Party to the Assignment.

(f) Governing Law; Venue. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. The Parties expressly agree that the venue of all disputes, claims and lawsuits arising hereunder shall lie in Harris County, Texas.

(g) Severability. If any term or provision of this Agreement is to be held illegal, invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best reasonable efforts to add as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

(h) Waiver. Waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

The Parties have executed this Agreement in multiple originals on the respective dates set forth below, but this Agreement shall be effective as of the Effective Date for all purposes.

LCISD:

MHHS:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to Form on Behalf of
MHHS:

By: J. Gallina 9/9/15

EXHIBIT A

MHHS Responsibilities.

MHHS agrees to:

1. provide \$125,000 payment to LCISD for the specific needs associated with athletic training/sports medicine, with the suggested usage for an administrative position and temporary help in day to day coverage of their athletic events.
2. assist in securing PRN Licensed Athletic Trainers to aid the school LAT's when multiple events coverage is necessary. (Schools Expense, Minimum of \$30.00/hr)
3. provide CPR & AED training for Coaching Staffs, LAT's, & RN's on request. (Red Cross Administration Fees paid by individuals or school)
4. provide Physician coverage for home varsity football games
5. offer concussion testing including baseline test and post injury testing for all LCISD high school athletes. Baseline testing, and post-concussion testing will be provided in line with the recommendations and guidelines of ImPact by MHHS at no charge to LCISD or the LCISD athletes.
6. arrange and conduct physicals for LCISD athletics at pre-arranged time. Cost for student athlete physicals will be determined by LCISD athletic department. In addition, LCISD athletics is responsible for the administrative costs incurred by MHHS in regards to the rendered services. Any excess funds associated with the fees for conducting the physicals will remain with the campus athletic department. MHHS will provide the ability to have access to EKG's for high risk athletes (screened and referred by a healthcare professional) on an annual basis in conjunction with pre-participation exams, at a cost of \$150.00/exam to be paid by LCISD or LCISD students. Further diagnostic testing will be at the expense of the participant or billed to their insurance.
7. provide Fast –Track services for LCISD athletes into the MH Sugar Land or Katy Hospitals, and Convenient Care Center in Katy Emergency Center unit.
8. Provide preferred access for all LCISD Athletes to MHHS physicians and facilities through a designated MHHS Coordinator/athletic trainer.
9. Provide access to Saturday injury clinics at Sugar Land or Memorial City Locations.
10. Provide Continuing Education opportunities to LCISD Athletic Trainers each year as mutually agreed upon by LCISD and MHHS.

LCISD Responsibilities

LCISD agrees to:

1. designate MHHS as the exclusive “Official Healthcare Provider of LCISD Athletics”. MHHS categories include: Healthcare systems, Hospitals, Emergency Rooms, Physical Therapy, and Orthopedic and Medical Groups.
2. permit MHHS signage at all district sporting venues. (i.e., banner placement on all fields, and gymnasiums.) Signage plan to be mutually agreed upon by MHHS and LCISD. Cost of signs at MHHS expense
3. provide a one page ad on front or back page of programs provided by Booster Club at all LCISD sports events starting the 2016/2017 school year, or 2015/2016 if adds have not been previously secured.
4. Permit MHHS logo on LCISD athletic home pages and social media, with MHHS approval.
5. provide access to LCISD for one Health Solutions presentation/year
6. provide options to have access to two distributions (marketing pieces) to student’s K-12 per school year.
7. assure no other healthcare provider can post information in the athletic areas of LCISD (i.e., athletic training rooms, field houses, gymnasiums, stadiums, etc.,)
8. provide to MHHS upon termination

**CONSIDER APPROVAL OF NEW APPRAISERS FOR
TEACHING STAFF, 2015-2016 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2015-2016 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers for the 2015-2016 school year.

Ava Dickerson
Stephanie McElroy

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF AUGUST 31, 2015)**

- Exhibit "A" gives the LCISD collections made during the month of August 31, 2015.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2014 through August 31, 2015.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2014-15 roll as compared to prior years. Through August 31, 2015, LCISD had collected 99.0% of the 2014-15 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2014-2015.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
August 2015**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
14	\$ 69,097.73	\$ 31,454.12	\$ 37,662.80	\$ 138,214.65	\$ 51,699.66	\$ 61,197.14	\$ 17,398.07	\$ 7,919.78
13	\$ (57,818.63)	\$ 5,872.72	\$ 4,806.56	\$ (47,139.35)	\$ (43,260.51)	\$ 9,200.56	\$ (14,558.12)	\$ 1,478.72
12	\$ (30,022.50)	\$ 2,065.22	\$ 1,063.70	\$ (26,893.58)	\$ (22,463.16)	\$ 2,608.92	\$ (7,559.34)	\$ 520.00
11	\$ 7,660.73	\$ 2,144.52	\$ 847.91	\$ 10,653.16	\$ 5,621.61	\$ 2,421.63	\$ 2,039.12	\$ 570.80
10	\$ 4,962.51	\$ 1,205.58	\$ 491.26	\$ 6,659.35	\$ 3,709.65	\$ 1,392.46	\$ 1,252.86	\$ 304.38
09	\$ 422.13	\$ 331.62	\$ 150.73	\$ 904.48	\$ 338.05	\$ 416.23	\$ 84.08	\$ 66.12
08	\$ 160.01	\$ 143.73	\$ 60.75	\$ 364.49	\$ 131.04	\$ 178.42	\$ 28.97	\$ 26.06
07	\$ 78.74	\$ 76.13	\$ 17.80	\$ 172.67	\$ 61.78	\$ 77.57	\$ 16.96	\$ 16.36
06	\$ 19.24	\$ 21.55	\$ 8.16	\$ 48.95	\$ 16.58	\$ 26.73	\$ 2.66	\$ 2.98
05	\$ 98.58	\$ 124.38	\$ 44.58	\$ 267.54	\$ 86.23	\$ 153.40	\$ 12.35	\$ 15.56
04	\$ 71.57	\$ 98.54	\$ 34.02	\$ 204.13	\$ 62.36	\$ 119.89	\$ 9.21	\$ 12.67
03	\$ 282.46	\$ 425.33	\$ 106.17	\$ 813.96	\$ 242.19	\$ 470.87	\$ 40.27	\$ 60.63
02	\$ 34.50	\$ 55.20	\$ 13.46	\$ 103.16	\$ 34.50	\$ 68.66		\$ -
01	\$ 58.72	\$ 90.62	\$ 20.31	\$ 169.65	\$ 56.33	\$ 107.84	\$ 2.39	\$ 3.09
00	\$ 60.12	\$ 104.90	\$ 22.81	\$ 187.83	\$ 57.31	\$ 123.16	\$ 2.81	\$ 4.55
99	\$ 34.50	\$ 67.62	\$ 15.32	\$ 117.44	\$ 34.50	\$ 82.94	\$ -	\$ -
98	\$ 34.50	\$ 71.76	\$ 15.94	\$ 122.20	\$ 34.50	\$ 87.70	\$ -	\$ -
97	\$ 198.47	\$ 441.54	\$ 96.00	\$ 736.01	\$ 186.09	\$ 509.94	\$ 12.38	\$ 27.60
96	\$ 34.50	\$ 80.04	\$ 17.18	\$ 131.72	\$ 34.50	\$ 97.22	\$ -	\$ -
95	\$ 18.00	\$ 43.92	\$ 9.29	\$ 71.21	\$ 18.00	\$ 53.21	\$ -	\$ -
94	\$ 18.00	\$ 46.08	\$ 9.61	\$ 73.69	\$ 18.00	\$ 55.69	\$ -	\$ -
93	\$ 69.76	\$ 188.51	\$ 38.75	\$ 297.02	\$ 69.76	\$ 227.26	\$ -	\$ -
92	\$ 37.60	\$ 105.28	\$ 21.43	\$ 164.31	\$ 37.60	\$ 126.71	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ (4,388.76)	\$ 45,258.91	\$ 45,574.54	\$ 86,444.69	\$ (3,173.43)	\$ 79,804.15	\$ (1,215.33)	\$ 11,029.30

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 8/31/2015
14	\$ 153,118,132.97	\$ 8,680,374.61	\$ 161,798,507.58	\$ 160,220,427.89	\$ 631,305.02	\$ 118,604.24	\$ 160,970,337.15	\$ 1,578,079.69
13	\$ 1,255,694.38	\$ 242,601.23	\$ 1,498,295.61	\$ 739,175.78	\$ 178,177.16	\$ 165,749.23	\$ 1,083,102.17	\$ 759,119.83
12	\$ 562,734.52	\$ 445,748.05	\$ 1,008,482.57	\$ 315,458.63	\$ 63,248.25	\$ 45,630.93	\$ 424,337.81	\$ 693,023.94
11	\$ 421,568.34	\$ 518,251.79	\$ 939,820.13	\$ 308,263.87	\$ 44,025.01	\$ 24,303.12	\$ 376,592.00	\$ 631,556.26
10	\$ 346,021.54	\$ 527,967.45	\$ 873,988.99	\$ 268,597.96	\$ 33,161.24	\$ 16,215.20	\$ 317,974.40	\$ 605,391.03
09	\$ 319,942.03	\$ 217,893.98	\$ 537,836.01	\$ (43,517.49)	\$ 26,252.50	\$ 10,838.48	\$ (6,426.51)	\$ 581,353.50
08	\$ 229,982.26	\$ 395,138.24	\$ 625,120.50	\$ 37,386.10	\$ 20,599.40	\$ 7,232.14	\$ 65,217.64	\$ 587,734.40
07	\$ 214,577.50	\$ (896.23)	\$ 213,681.27	\$ 21,788.68	\$ 15,787.27	\$ 4,799.44	\$ 42,375.39	\$ 191,892.59
06	\$ 142,253.02	\$ (679.97)	\$ 141,573.05	\$ 14,029.48	\$ 13,456.61	\$ 3,197.89	\$ 30,683.98	\$ 127,543.57
05	\$ 172,988.77	\$ (24,391.43)	\$ 148,597.34	\$ 5,840.45	\$ 6,455.50	\$ 2,162.20	\$ 14,458.15	\$ 142,756.89
04	\$ 77,378.37	\$ (4,340.96)	\$ 73,037.41	\$ 7,415.31	\$ 9,255.57	\$ 3,096.78	\$ 19,767.66	\$ 65,622.10
03	\$ 54,572.27	\$ (1,437.48)	\$ 53,134.79	\$ 4,751.94	\$ 6,342.77	\$ 1,509.83	\$ 12,604.54	\$ 48,382.85
02	\$ 38,021.35	\$ (1,376.10)	\$ 36,645.25	\$ 3,870.64	\$ 5,455.42	\$ 1,208.58	\$ 10,534.64	\$ 32,774.61
01	\$ 35,216.74	\$ (1,481.51)	\$ 33,735.23	\$ 3,361.64	\$ 5,230.72	\$ 1,154.85	\$ 9,747.21	\$ 30,373.59
00	\$ 29,957.67	\$ (1,057.44)	\$ 28,900.23	\$ 2,689.41	\$ 4,377.99	\$ 907.41	\$ 7,974.81	\$ 26,210.82
99	\$ 33,243.45	\$ (1,090.65)	\$ 32,152.80	\$ 4,387.36	\$ 8,003.72	\$ 1,719.88	\$ 14,110.96	\$ 27,765.44
98	\$ 24,584.53	\$ (931.14)	\$ 23,653.39	\$ 4,334.69	\$ 8,622.13	\$ 1,894.72	\$ 14,851.54	\$ 19,318.70
97	\$ 21,326.71	\$ (1,020.20)	\$ 20,306.51	\$ 2,990.05	\$ 6,281.69	\$ 1,341.96	\$ 10,613.70	\$ 17,316.46
96	\$ 22,076.64	\$ (1,171.07)	\$ 20,905.57	\$ 4,532.88	\$ 10,250.97	\$ 2,205.52	\$ 16,989.37	\$ 16,372.69
95	\$ 23,131.17	\$ (10,786.79)	\$ 12,344.38	\$ 4,274.69	\$ 10,189.37	\$ 2,169.63	\$ 16,633.69	\$ 8,069.69
94	\$ 10,752.59	\$ (1,869.65)	\$ 8,882.94	\$ 3,738.63	\$ 9,361.03	\$ 1,964.95	\$ 15,064.61	\$ 5,144.31
93	\$ 9,937.97	\$ (3,852.12)	\$ 6,085.85	\$ 3,446.83	\$ 9,052.72	\$ 1,874.94	\$ 14,374.49	\$ 2,639.02
92	\$ 6,062.67	\$ (49.56)	\$ 6,013.11	\$ 2,189.48	\$ 5,991.67	\$ 1,227.17	\$ 9,408.32	\$ 3,823.63
91 & prior	\$ 16,774.19	\$ -	\$ 16,774.19	\$ 5,507.61	\$ 16,689.49	\$ 3,311.93	\$ 25,509.03	\$ 11,266.58
Totals	\$157,186,931.65	\$10,971,543.05	\$168,158,474.70	\$ 161,944,942.51	\$1,147,573.22	\$424,321.02	\$163,516,836.75	\$6,213,532.19

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

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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2014-15 TAX COLLECTIONS
AS OF AUGUST 31, 2015**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 8/31/2015	% OF BUDGET COLLECTED
2014	2014-15	\$157,962,977	\$160,220,428	101.43%
2013 & Prior	2013-14 & Prior	\$2,150,000	\$1,724,515	80.21%
TOTAL		\$160,112,977	\$161,944,943	101.14%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF AUGUST 31, 2015**

Exhibit E

SCHOOL YEAR TAX YEAR	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014
COLLECTION YEAR						
1 Orig. Levy	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726	153,118,133
1 Collections	\$ 128,154,416	132,086,020	136,117,707	140,561,034	148,220,912	160,220,428
Adj. To Roll	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,929,880	8,680,375
2 Collections	\$ 1,349,141	1,050,557	915,762	739,542	739,176	
Adj. To Roll	\$ (117,676)	53,764	(64,337)	65,612	242,601	
3 Collections	\$ 368,541	329,317	286,833	315,459		
Adj. To Roll	\$ 67,079	13,438	162,075	445,748		
4 Collections	177,479	199,270	308,264			
Adj. To Roll	(27,690)	148,691	518,252			
5 Collections	\$ 173,708	268,598				
Adj. To Roll	\$ 167,394	527,967				
6 Collections	\$ (43,517)					
Adj. To Roll	\$ 217,894					
TOTAL:						
COLLECTIONS	\$ 130,179,767	\$ 133,933,761	\$ 137,628,566	\$ 141,616,035	\$ 148,960,088	\$ 160,220,428
ADJUSTED TAX ROLL	\$ 130,761,121	\$ 134,539,150	\$ 138,260,122	\$ 142,309,059	\$ 149,719,208	\$ 161,798,508
BALANCE TO BE COLLECTED	\$ 581,354	\$ 605,390	\$ 631,556	\$ 693,024	\$ 759,120	\$ 1,578,080
ADJ. TAXABLE VALUE	\$ 10,076,763,479	\$ 9,859,598,437	\$ 9,946,413,588	\$ 10,237,693,502	\$ 10,770,778,579	\$ 11,639,761,705
TOTAL % COLLECTIONS AS OF AUGUST 31, 2015	99.6%	99.6%	99.5%	99.5%	99.5%	99.0%
TAX RATE	\$ 1.29765	1.36455	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Bass Construction (Misc. Renovations 2015)	Application # 5	\$ 472,214.59
Drymalla Construction (Arredondo Elementary)	Application # 16	\$ 345,339.25
Drymalla Construction (Fulshear HS)	Application # 14	\$ 3,059,377.15
Drymalla Construction (Leaman JHS)	Application # 14	\$ 1,540,672.95
Drymalla Construction (Transportation Satellite)	Application # 14	\$ 318,082.80
Engineered Air Balance (Arredondo Elementary)	Application # 7	\$ 10,015.00
Gamma Construction (Natatorium #2)	Application # 19	\$ 17,567.55
Gilbane (2011 Bond Program)	Application # 40	\$ 256,476.00
Jones & Carter (Ag Barn #2)	Application # 1	\$ 975.00
PBK Architects (Fulshear HS)	Application # 9	\$ 36,692.77
PBK Architects (Leaman JHS)	Application # 7	\$ 19,647.32
Sterling Structures, Inc. (Briscoe JHS)	Application # 1	\$ 49,288.00
Sterling Structures, Inc. (Briscoe JHS)	Application # 2	\$ 15,862.00

Sterling Structures, Inc. (Foster HS)	Application # 1	\$	59,737.80
Sterling Structures, Inc. (Foster HS)	Application # 2	\$	22,969.20
Sterling Structures, Inc. (George JHS)	Application # 1	\$	19,011.60
Sterling Structures, Inc. (George JHS)	Application # 2	\$	43,234.00
Sterling Structures, Inc. (Lamar Consolidated HS)	Application # 1	\$	38,852.40
Sterling Structures, Inc. (Lamar Consolidated HS)	Application # 2	\$	16,783.60
Terracon (Leaman JHS)	Application # 12	\$	2,098.00
Terracon (Navarro Middle)	Application # 1	\$	2,350.00
Terracon (Seguin ECC)	Application # 2	\$	1,490.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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

Work Request Summary for August, 2015:

- The Department completed 1,514 requests
- The Department received 154 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Testing domestic water backflow devices at Meyer Elementary
- Testing water backflow devices at Campbell Elementary
- Resetting the fire alarm system at Bowie Elementary
- Replacing the electrical receptacles for new printers at the Development Center
- Resetting the fire alarm system at Jackson Elementary
- Adjusting the basketball goals in the gym at Terry High
- Repairing the security system at Special Needs Center
- Replacing the fire alarm system horn/strobe at Smith Elementary
- Repairing a window at Polly Ryon Middle
- Replacing a window at Bowie Elementary
- Cleaning the light fixture in the main hallway at Polly Ryon Middle
- Replacing ceiling tiles in the gym at Huggins Elementary
- Repairing the roof leak in the portable building at Thomas Elementary
- Repairing the white board in an office at Brazos Crossing
- Replacing the door stop on the back door at Brazos Crossing
- Painting the aluminum ramps to the portables at Thomas Elementary
- Repairing the door stops in the gym at Jackson Elementary
- Adding the hydraulic door closer and door floor stop at Terry High
- Repairing the fire alarm system pull stations at George Ranch High
- Replacing fire alarm system horn strobes at Hutchison Elementary
- Replacing fire alarm system batteries at Terry High
- Replacing fire alarm system pull stations at Williams Elementary
- Replacing fire alarm system horn strobes in the portable buildings at Hubenak Elementary
- Repairing a broken window at Bowie Elementary
- Repairing a butcher paper stand in a workroom at Arredondo Elementary
- Repainting the fire lane in front of the school at Hutchison Elementary

- Installing a new toilet seat in the handicap stall in the girls restroom at the Natatorium
- Mounting the cell phone locker to the wall in a classroom at 1621 Place
- Installing shelving units in a room in the gym at Jane Long Elementary
- Replacing floor tiles at Austin Elementary
- Repairing the paper towel dispenser in the vocational shop at Lamar Consolidated High
- Hanging flags outside of the school at Lamar Consolidated High
- Repairing the interior wall in a portable building at McNeill Elementary
- Repainting the car rider lines in front of the school at Hutchison Elementary
- Repainting the rockets and numbers in front of the school at Taylor Ray Elementary
- Repainting the jets and numbers in front of the school at Jackson Elementary
- Installing pencil sharpeners throughout the school at Arredondo Elementary
- Installing a toilet seat in the girls restroom at Briscoe Junior High
- Hanging a fan on the wall in the weight room in the field house at Foster High
- Removing white boards from the portables at McNeill Elementary
- Hanging, priming, and painting plywood for a Lego wall in the library at George Junior High
- Repairing a windowsill in a classroom at Reading Junior High
- Disassembling a planning board and relocating it at George Ranch High
- Setting up the choir risers in a classroom at George Ranch High
- Relocating a bookcase to a different classroom at George Ranch High
- Repairing the basketball goal in the gym at Austin Elementary
- Completing the resurfacing of the tennis courts at Foster High
- Repairing the roof on a portable building at Hubenak Elementary
- Hanging backpack racks in a portable building at Hubenak Elementary
- Hanging flags in the front office at Hutchison Elementary
- Repairing a keyboard tray in a classroom at Hubenak Elementary
- Hanging a tack board in an office at Hubenak Elementary
- Relocating a white board from one wall to another in a classroom at Terry High
- Replacing the door stop in the auditorium at Terry High
- Repairing door stops throughout the school at George Ranch High
- Repairing floor tiles throughout the school at Lamar High
- Hanging a backpack rack in a classroom at Pink Elementary
- Hanging bulletin boards at Transportation
- Removing a keyboard tray from an office at Transportation
- Cleaning the ice machine in the breakroom at Brazos Crossing

Energy Management

Energy assisted by:

- Reviewing and testing controls for Arredondo Elementary
- Working with PBK on issues at the LCISD Natatorium

- Presenting FS Direct training classes at Brazos Crossing, Terry High Field House, and George Ranch Field House
- Meeting with the principal to review the usage of the isolation room at Smith Elementary
- Trending locations for temperatures in several buildings due to high outside temperatures
- Scanning controls of all locations to ensure temperature settings are good and units are running as scheduled
- Walking locations during the day and evening district-wide
- Observing the operation of HVAC equipment
- Observing small appliances; their location in the building and the safety of the way they are receiving power
- Addressing equipment issues at several locations
- Hosting a Bond Review for the 2014 Bond
- Concluding training classes on the FS Direct Program district-wide
- Installing the rooftop unit at Smith Elementary
- Scheduling staff for the first week of school
- Attending 75% review of Elementary #24
- Preparing to schedule a walk-thru with CenterPoint for equipment verification at Arredondo Elementary and the LCISD Natatorium

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Replacing light bulbs throughout the school at Smith Elementary
- Setting up the school for a meet and greet at Smith Elementary
- Setting up and cleaning after the Bridlewood Estates property owners meeting at George Ranch High
- Setting up and cleaning after a meet and greet at Pink Elementary
- Extracting carpets due to water stains from the rain at Pink Elementary
- Stripping and refinishing floors at Common Threads
- Cleaning up after a water leak in the gym at Common Threads
- Adjusting desks and relocating furniture throughout the school at Hubenak Elementary
- Setting up classrooms for the new teachers at Foster High
- Deep cleaning the restrooms at the field house at Lamar Consolidated High
- Relocating furniture throughout the school at Travis Elementary
- Moving furniture back into classrooms at Huggins Elementary
- Moving furniture back into classrooms at Taylor Ray Elementary
- Dusting throughout the school at Briscoe Junior High
- Adjusting desks throughout the school at Bowie Elementary
- Scrubbing and refinishing floors in the main hallways at Campbell Elementary
- Setting up for teacher prep day at Williams Elementary

- Deep cleaning all restrooms at Smith Elementary
- Finishing up all last minute details district-wide in preparation for the first day of school
- Cleaning the light fixtures in the hallways at Huggins Elementary
- Stripping and recoating the gym floors at Huggins Elementary
- Cleaning windows throughout the building at Lamar Junior High
- Deep cleaning the portables at Travis Elementary
- Extracting carpets and cleaning the light fixtures at Foster High
- Deep cleaning the boys and girls locker rooms and band hall at Wertheimer Middle
- Stripping and recoating the floors in the gym and cafeteria at McNeill Elementary
- Dusting throughout the school at Arredondo Elementary
- Cleaning windows throughout the school at Arredondo Elementary
- Extracting carpets in the portable buildings at Hubenak Elementary
- Resetting furniture in classrooms throughout the school at Dickinson Elementary
- Extracting carpets at Wessendorff Middle
- Extracting carpets in the portable buildings at Travis Elementary
- Setting up classrooms at Huggins Elementary
- Extracting carpets in the portable buildings at Williams Elementary
- Scrubbing and recoating the floors in the gym and cafeteria at Velasquez Elementary
- Scrubbing and recoating the floors in the gym and cafeteria at Pink Elementary
- Scrubbing floors in the gym and cafeteria at Jane Long Elementary
- Applying floor finish in the cafeteria at Hubenak Elementary
- Removing wasps from the following locations:
 - Travis Elementary
 - Briscoe Junior High
 - Meyer Elementary
 - Frost Elementary
 - Austin Elementary
 - Taylor Ray Elementary
- Applying ant treatment at the following locations:
 - Terry High
 - George Junior High
 - Navarro Middle
 - Foster High
 - George Ranch High
 - Dickinson Elementary
 - Hubenak Elementary
 - Lamar Junior High
 - Briscoe Junior High
 - Wertheimer Middle
- Scheduling Gillen's Pest Control services district-wide
- Providing rodent control at the following locations:
 - Arredondo Elementary

- Frost Elementary
- McNeill Elementary
- Beasley Elementary
- Delivering tables to Arredondo Elementary and Wessendorff Middle
- Pouring cement at Campbell Elementary
- Replacing flower bed boards at Taylor Ray Elementary
- Cutting lines on the practice fields at Terry High
- Assembling soccer goals at Meyer Elementary
- Spreading kiddie cushion at the following locations:
 - Bowie Elementary
 - Hubenak Elementary
 - Huggins Elementary
 - Jane Long Elementary
 - Austin Elementary
- Delivering tables to the following locations:
 - Austin Elementary
 - Foster High
 - Jane Long Elementary
 - Smith Elementary
 - Travis Elementary
 - Hubenak Elementary
- Painting the football field at George Ranch High
- Overseeing the installation of new playground equipment at Adolphus Elementary
- Mowing district-wide
- Setting up the football fields at George Ranch High and Foster High
- Relocating a stage from Foster High to Lamar Consolidated High
- Hanging signs at the tennis courts at Terry High
- Spraying for weeds district-wide

Resources: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Director of Maintenance & Operations (Region 4)
 Hector Gomez, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)



**11.A.#4. – PLANNING
BOARD REPORT
SEPTEMBER 17, 2015**

**Monthly Report
2011 Bond Program**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	195,142,542.00	50,170,749.22	17,535,840.24	127,530,734.54
EXISTING FACILITIES	23,739,259.00	1,050,807.26	4,630,710.66	18,057,532.90
LAND	2,918,653.00	310.00	19,024.19	2,899,318.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	51,915.25	2,528,567.04	3,929,126.18
MISCELLANEOUS	-	-	-	-
TOTAL	249,164,015.00	51,273,781.73	25,551,047.13	157,680,616.43



Current 2011 Bond Program Projects:

Arredondo Elementary:

- ❖ Project Substantial Completion was August 10, 2015.
- ❖ Punch list work is ongoing.



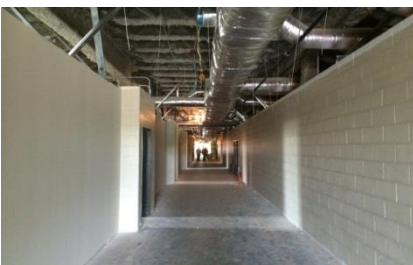
Arredondo ES is a new 12 acre campus consisting of a 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX.



Churchill Fulshear (Jr.) HS, & sitework:

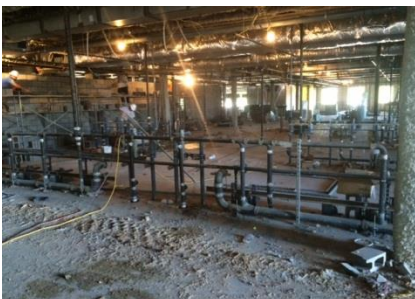
(Refer to Design Development booklet for floor plans)

Project meetings with PBK, Drymalla, Gilbane, and LCISD are continuing on a bi-weekly basis.



Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts, and band practice areas.

- ❖ The main canopy entrance is currently being erected.
- ❖ Stone Veneer and Cast Stone Trim work at south elevation is ongoing.
- ❖ 2nd level exterior windows are being installed. Mock up water testing has passed and approved by PBK.
- ❖ Interior CMU walls are ongoing in the main entrance corridors and in the 2nd level classrooms.
- ❖ VAV boxes have been installed in the west classroom areas. MEP rough-in is ongoing.
- ❖ Drywall framing and drywall is ongoing down main street.
- ❖ Gyp board walls are being installed throughout the east classrooms both levels. CMU and drywall is receiving finish paint.
- ❖ Approximately 95% of the site paving is complete.
- ❖ Above ground plumbing rough-in is ongoing in the athletics and second floor classroom areas.
- ❖ Ductwork is being installed and insulated in the library, administration, east classroom, athletics, and gymnasium areas.
- ❖ HVAC piping and insulation are ongoing in the administration, library, and east classroom areas.
- ❖ Piping in the central plant is approximately 95% complete.
- ❖ Chillers have been set and piping is ongoing.
- ❖ Site Transformers are set in place. Electricians are making up the transformers and switchgear.
- ❖ Electrical rough-in is ongoing in the west classroom, library, administration, east classroom, and 2nd floor classroom areas.
- ❖ Interior CMU walls are ongoing in the east classroom areas.
- ❖ Backup wall framing is ongoing in the west classroom, administration, east classroom, and both 2nd floor classroom areas.
- ❖ Damp proofing is ongoing in the library, east classroom, and administration areas.
- ❖ Architectural panel installation is ongoing at the high roof areas above the auditorium and west classroom areas.
- ❖ Windows have been installed in the CTE, west classroom, administration, 2nd floor classroom, and east classroom areas.
- ❖ Colored CMU block installation is ongoing in the auditorium, cafeteria, administration, and west classroom areas.



Dean Leaman JHS is part of a new 101 acre campus in Fulshear, TX. It includes a 203,000 sf building, teacher and visitor parking, separate bus drop-off, competition and practice ball fields, dual gymnasiums, and dedicated CTE spaces.

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

- ❖ CMU primer and painting is ongoing in the CTE, fine arts, and west classroom areas.
- ❖ Brick installation is ongoing in the CTE, fine arts, auditorium, west classroom, library, and administration areas.
- ❖ Fire sprinkler piping is being installed in the CTE, auditorium, cafeteria, library, west classroom, and administration areas.
- ❖ Service yard CMU walls are ongoing.
- ❖ Damp proofing is ongoing areas P and Q.
- ❖ Electrical rough-in is ongoing for AHU's.
- ❖ Ceiling grid is ongoing in area K.
- ❖ Curtain Walls are ongoing areas M and N.
- ❖ Low voltage cabling is ongoing areas L and M.
- ❖ Fur downs for the main corridor and area Q is ongoing.
- ❖ Sidewalks at the service yard is ongoing.
- ❖ Site sidewalk framing and reinforcing is starting and ongoing.

Fieldhouse

- ❖ Grading of the high school athletic fields is ongoing. Soil analysis complete. Waiting on direction from PBK for material selection and sod placement timing.
- ❖ Plumbing overhead is ongoing.
- ❖ Standing seam roof panels are complete.
- ❖ MEP rough in has started and is ongoing.

Dean Leaman JHS

(Refer to Design Development booklet for floor plans)

- ❖ Above ground plumbing rough-in is ongoing in administration and classroom areas.
- ❖ Block priming and painting is ongoing in the athletic areas.
- ❖ Standing seam roof is being installed in the administration, athletics, and fine arts areas.
- ❖ Fireproofing is complete throughout.
- ❖ Interior CMU walls are ongoing in the administration, classroom, and fine arts areas.
- ❖ HVAC piping is ongoing in the library and classroom areas.
- ❖ HVAC piping insulation is ongoing in the administration and fine arts areas.
- ❖ Electrical rough-in is ongoing in the athletics, cafeteria, fine arts, library, and administration areas.
- ❖ Service yard spit faced CMU walls are complete.
- ❖ Exterior face brick is ongoing. Exterior sheathing is installed and being prepped on the north elevation.



Dean Leaman JHS(cont.):

- ❖ Fire sprinkler piping is ongoing.
- ❖ Ceiling grid is being installed throughout areas E and D.
- ❖ Interior CMU walls are ongoing areas B and C.
- ❖ Window frames and glass is installing areas A, B, and C.
- ❖ Low voltage cable is being installed areas E and F.
- ❖ Main canopy entrance is being erected and ongoing.
- ❖ Gyp board furr down framing is complete and rock is being taped and floated in the cafeteria.
- ❖ Site Transformer is set and in place.



Traylor Stadium Renovations

Building 1 and 2

- ❖ Punch list work has been completed.

Building 3

- ❖ Project Substantial Completion was August 27, 2015.
- ❖ Punch list work is ongoing.

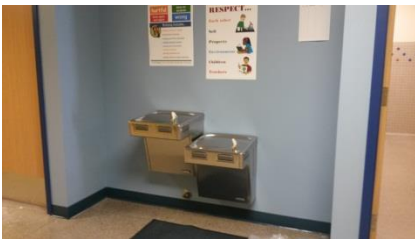


Satellite Transportation Center Phase II:

- ❖ Metal buildings and bus canopies have been released for purchase.
- ❖ Grading of the site paving area is ongoing.
- ❖ Bus canopy paving is ongoing.
- ❖ Piers are scheduled starting August 17, 2015.

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

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



- ❖ **Campbell ES, Frost ES, and Pink ES:** The data cabling is complete and has been tested.
- ❖ **Smith ES:** Boiler piping has been installed and has been tested for pressure. Piping has been insulated and flue piping has been installed. The system has been flushed and the control system has been reconnected. System start-up is being scheduled with the manufacturer.
- ❖ **Meyer ES:**
Restrooms – construction has been completed.
Water Heater – Piping and electrical has been installed and reconnected to the new water heater. Factory start-up will be completed.
Boiler - Boiler piping has been installed and has been tested for pressure. Piping has been insulated and flue piping has been installed. The system has been flushed and the control system has been reconnected. System start-up is being scheduled with the manufacturer.
Canopy –Installation is complete.
Water Fountains – Installation is complete.
- ❖ **Dickinson ES:**
Water Heaters – New water heaters have been installed.
Art Room – Countertop has been installed.
Water Fountains – Installation is complete.
- ❖ **Williams ES:** Electrical rough-in is complete and light installation will begin mid-September.
- ❖ **Navarro MS:**
Parking Lot – installation is complete. Light installation will begin mid-September.
Wall Packs – Installation will begin mid-September.
- ❖ **Wessendorff MS:** Boiler piping has been installed and has been tested for pressure. Piping has been insulated and flue piping has been installed. The system has been flushed and the control system has been reconnected. System start-up is being scheduled with the manufacturer.

Miscellaneous Renovations (2015) (cont.):



❖ **Seguin ECC:**

Windows – Installation of the new windows are complete.

Parking Lot – Installation is complete.

Canopy –Installation is complete.

Water Fountains – Installation is complete.

Courtyard Swell – Installation in ongoing.



2011 Bond Closed Projects:



Adolphus Elementary

Adolphus Elementary

New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with Promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking, and separate bus drop off areas.

Uncommitted funds as of September 1, 2015: \$995,978.00



Ag Barn renovations

Agricultural Barn Renovations

The renovation included adding a new 10' canopy around ¾ of the building, added ventilation fans, new men and women restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras, and new tarps for all of the animal pens.

Uncommitted funds as of September 1, 2015: \$59,322.73



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.

Uncommitted funds as of September 1, 2015: \$1,005,671.00



Polly Ryon Middle School

Polly Ryon Middle School

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking, and separate bus drop off areas.

Uncommitted funds as of September 1, 2015: \$1,091,456.03

Traylor Stadium Track & Turf

The project included the replacement of the turf and subgrade for the competition football field, as well as installation of a new track surface.

Uncommitted funds as of September 1, 2015: \$0.00



Traylor Stadium Track & Turf

District Competition Natatorium

The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating, and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.

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



BF Terry High School



George Junior High School



Lamar Consolidated High School



Bowie Elementary School



Jackson Elementary School

Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES, & Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include to new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system, and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

Uncommitted funds as of September 1, 2015: \$600,961.10

George Junior High School (Rosenberg, TX): Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

Uncommitted funds as of September 1, 2015: \$423,547.02

Lamar Consolidated High School (Rosenberg, TX): Renovations to the CTE areas of the school included relocation of exhaust systems in the existing auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

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

Bowie Elementary School (Rosenberg, TX): Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

Uncommitted funds as of September 1, 2015: \$184,421.43

Jackson Elementary School (Rosenberg, TX): Renovations included a 470 sf kitchen addition with an office, laundry, and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

Uncommitted funds as of September 1, 2015: \$658,559.93



Alternative Learning Center

Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES, & Travis ES --Closeout of the project is expected in January, 2015.

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

Uncommitted funds as of September 1, 2015: \$20,652.94



Austin Elementary School

Austin Elementary School (Richmond, TX): The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

Uncommitted funds as of September 1, 2015: \$131,466.50



Foster High School

Foster High School (Richmond, TX): Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of September 1, 2015: \$59,641.00

Lamar Consolidated High School (Rosenberg, TX): This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

Uncommitted funds as of September 1, 2015: \$13,218.95



Lamar Consolidated High School

Travis Elementary School (Rosenberg, TX): The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie in of a chilled water loop for the HVAC system.

Uncommitted funds as of September 1, 2015: \$29,923.47

Beasley Elementary School (Beasley, TX): The project included the replacement of all air handlers in the building that had reached the end of their life cycle. (no photo)

Uncommitted funds as of September 1, 2015: \$30,052.00



Travis Elementary School

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

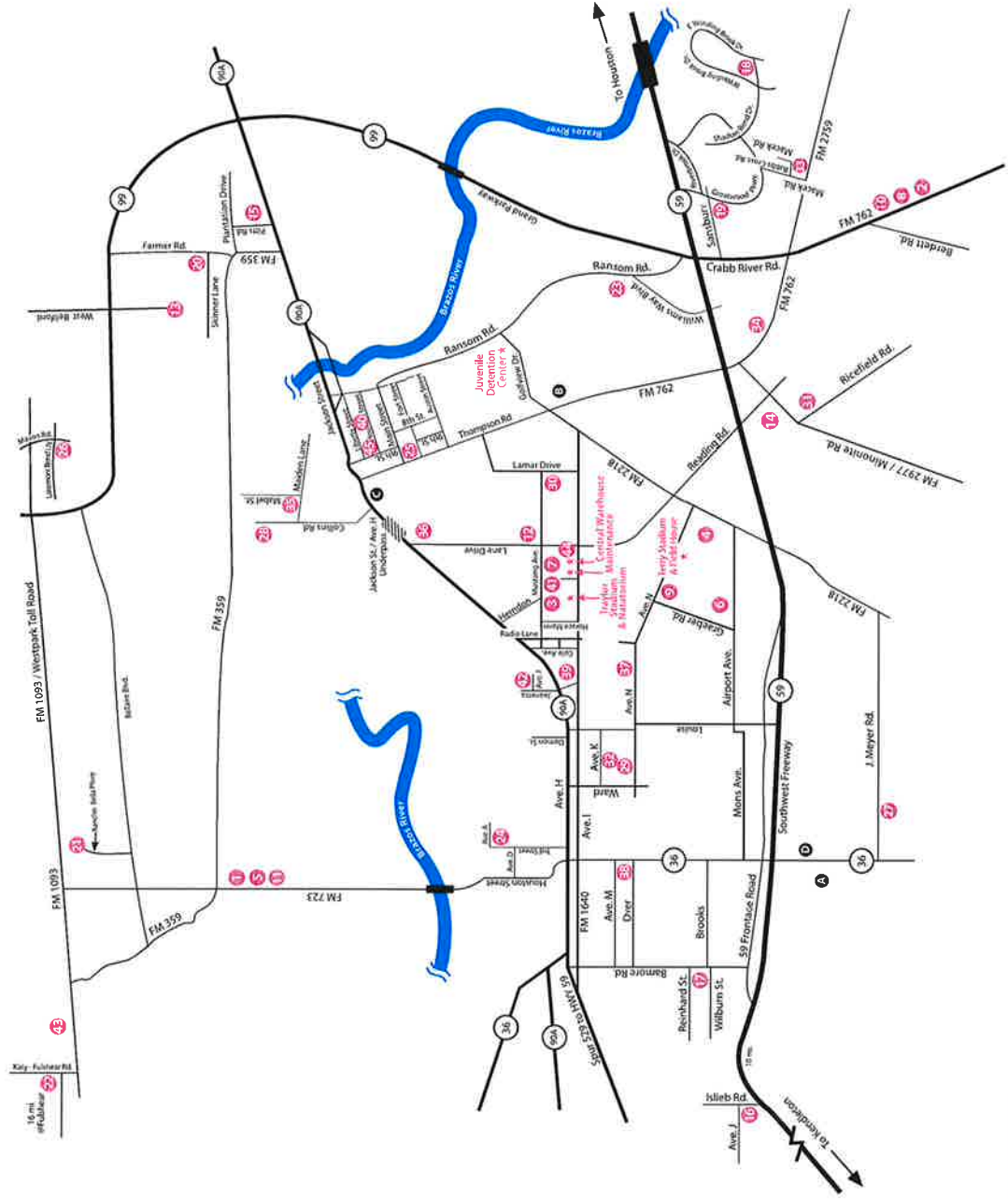
Uncommitted funds as of September 1, 2015: \$18,932.32

Taylor Ray Elementary School (Rosenberg, TX): Renovations consisted of the replacement of student restroom exhaust fans that had reached the end of their life cycle. (no photo)

Uncommitted funds as of September 1, 2015: \$16,764.57

District Map and Directory

www.lcisid.org



HIGH SCHOOLS

- 1 Foster High School 832-223-3800
- 2 George Ranch High School 832-223-4200
- 3 Lamar Consolidated High School 832-223-3000
- 4 Terry High School 832-223-3400

JUNIOR HIGH SCHOOLS

- 5 Briscoe Junior High 832-223-4000
- 6 George Junior High 832-223-3600
- 7 Lamar Junior High 832-223-3200
- 8 Reading Junior High 832-223-4400

MIDDLE SCHOOLS

- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

ELEMENTARY SCHOOLS

- 13 Adolphus Elementary 832-223-4700
- 14 Arredondo Elementary 832-223-4800
- 15 Austin Elementary 832-223-1000
- 16 Beasley Elementary 832-223-1100
- 17 Bowie Elementary 832-223-1200
- 18 Campbell Elementary 832-223-1300
- 19 Dickinson Elementary 832-223-1400
- 20 Frost Elementary 832-223-1500
- 21 Hubenak Elementary 832-223-2900
- 22 Huggins Elementary 832-223-1600
- 23 Hutchison Elementary 832-223-1700
- 24 Jackson Elementary 832-223-1800
- 25 Long Elementary 832-223-1900
- 26 McNeil Elementary 832-223-2800
- 27 Meyer Elementary 832-223-2000
- 28 Pink Elementary 832-223-2100
- 29 Ray Elementary 832-223-2400
- 30 Smith Elementary 832-223-2300
- 31 Thomas Elementary 832-223-4600
- 32 Travis Elementary 832-223-2500
- 33 Velasquez Elementary 832-223-2600
- 34 Williams Elementary 832-223-2700

DISTRICT FACILITIES/SPECIAL SITES

- 35 Seguin ECC 832-223-2200
- 36 1621 Place 832-223-0950
- 37 Administrative Annex 832-223-0000
- 38 Alternative Learning Center 832-223-0900
- 39 Brazos Crossing Admin Building 832-223-0000
- 40 Common Threads 832-223-0342
- 41 Development Center 832-223-0000
- 42 Fort Bend Alternative School 281-239-3431
- 43 Fulshear Transportation Center 832-223-0551
- 44 Rosenberg Transportation Center 832-223-0289
- 45 Special Needs Center 832-223-0960

INFORMATION ITEM: ADVISE TEXAS PROGRAM

Texas A&M University and Lamar Consolidated Independent School District joined in a memorandum of understanding for Advise Texas College Advising Corps Program. Advise Texas, housed at Texas A&M University, places recent college graduates of the University as college advisers in high schools state-wide. 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 help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the college or university they eventually choose. 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.

The purpose of the MOU is to provide and appoint one adviser from the Advise TX program at the University to Terry High School.

Submitted by: Leslie Haack, Executive Director of Secondary Education

**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 Consolidated ISD")**, WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to TAMU and to **Lamar Consolidated ISD**, 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 Consolidated ISD** 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 2015-2016 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 2015-2016 School Year (July 1, 2015 to July 29, 2016).
4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, **Lamar Consolidated ISD** agrees to award TAMU \$10,000 per advisor to employ and train the advisor or provide supplies for the program. Payments shall be made by **Lamar Consolidated ISD** 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 Consolidated ISD** 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: Lynn Barnes
Telephone: (979) 458-0971
Facsimile: (979) 847-8737

ISD: 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 Consolidated ISD** 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 Consolidated ISD** to attempt to resolve any claim for breach of contract made by **Lamar Consolidated ISD** that cannot be resolved in the ordinary course of business. **Lamar Consolidated ISD** 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 Consolidated ISD's** claim and any counterclaim and negotiate with **Lamar Consolidated 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 Consolidated ISD'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 Consolidated ISD

Thomas Randle
Signature

Thomas Randle, Superintendent
Name & Title

6-24-15
Date

TEXAS A&M UNIVERSITY

Lynn Barnes
Signature

Lynn Barnes
Director of Recruitment
Office of Admissions

7-27-15
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 Consolidated ISD**” 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 Consolidated ISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

B.F. Terry 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 2015-2016 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in **Lamar Consolidated ISD**. 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 Consolidated ISD** high schools identified herein.

THECB, the University, the **Lamar Consolidated ISD**, and each participating high school in the **Lamar Consolidated ISD** 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 Consolidated ISD** will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by **Lamar Consolidated ISD** 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 Consolidated ISD’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 Consolidated ISD** 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 Consolidated ISD** high schools identified herein for an average of 40 hours per week for the period of August 17, 2015 – June 17, 2016.
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 Consolidated ISD** 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 Consolidated ISD** and the high school, as the **Lamar Consolidated ISD** 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 Consolidated ISD** and the high school beyond the current term.
10. Keep any and all student-level data provided by the **Lamar Consolidated ISD** 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 Consolidated ISD 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 17, 2015 and ending June 17, 2016; (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 log-in 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 Consolidated ISD** 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 Consolidated ISD** 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 Consolidated ISD**, shall have access to the student education records of **Lamar Consolidated ISD** 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 Consolidated ISD** 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 Consolidated ISD** 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 Consolidated ISD** 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 Consolidated ISD** 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 Consolidated ISD 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, 2015 and shall terminate on July 31, 2016.

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 Consolidated ISD 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.

INFORMATION ITEM: NAMING NEW SCHOOLS

BACKGROUND INFORMATION:

Board Policy CW (LOCAL) states, “The responsibility for naming facilities rests with the Board.” School facilities shall generally be named for person or places. If the name of a person is to be considered, that individual shall be deceased and should have attained prominence locally or nationally with local prominence taking precedence in the fields of education, science, art, statesmanship, political science, or military achievement, or having been an early Texas pioneer, or an outstanding president of the United States. The person shall have made a significant contribution to society and should lend prestige and status to an institution of learning. If the name of a place is to be considered, the criteria should include historical relevance.

Attached you will find a tentative timeline for consideration and approval of names for the new Lamar CISD schools approved in the November 2014 Bond Election.

Resource Person: Mike Rockwood, Executive Director of Community Relations

Tentative Timeline for Naming New Schools

November 2014 Bond Referendum Elementary #24, Elementary #25, Elementary #26, Elementary #27, Elementary #28 and Middle School #5

October 1, 2015	Nomination form sent to public and media
November 6, 2015	Deadline for submitting nominations
November 19, 2015	Booklet with all nominations and back-up information distributed to the Board for review
December 15, 2015	Public Hearing on nominations
January 21, 2015	Board Approval