

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Tuesday, April 14, 2015

7:00 PM

LAMAR CISD BOARD OF TRUSTEES REGULAR BOARD MEETING BRAZOS CROSSING ADMINISTRATION BUILDING 3911 AVENUE I, ROSENBERG, TEXAS APRIL 14, 2015 7:00 PM

AGENDA

1. C	Call to order and establishment of a quorum	
2. C	Opening of meeting	
3. R	Recognitions/awards	
4. S	Student Reports	
A	A. Girls on the Run	
5. A	Audience to patrons	
6. A	Approval of minutes	
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	2. Consider approval of budget amendment requests	23
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- 8. Memorandum of Understanding with the Republic of China (Taiwan) -146 **Pingtung County** 9. Memorandum of Understanding with Foshan City - Chancheng District 150 11. CLOSED SESSION A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____) 1. Section 551.074 - For the purpose of considering the appointment, 152 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 or employment of professional 153 personnel b. Employment of professional personnel (Information) 157 c. Employee resignations and retirements (Information) 158 d. Reassignment of professional personnel (Information) 160 e. Consider renewal of contract for professional teachers/support personnel 161 f. Consider renewals for late hires 249 g. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract 2. Section 551.072 - For the purpose of discussing the purchase, exchange,
 - lease or value of real property
 - a. Land
 - 3. Section 551.071 To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items Future Agenda Items

ADJOURNMENT: (Time

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of April 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 17th day of March 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, Julie Thompson, at 6:30 p.m.

Members Present:

Julie Thompson President
Rhonda Zacharias Vice President
Kay Danziger Secretary
Anna Gonzales Member
Dar Hakimzadeh Member
Kathryn Kaminski Member

Members Absent:

Frank Torres Member

Others Present:

Thomas Randle Superintendent

Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer

Laura Lyons Executive Director of Elementary Education
Walter Bevers 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

Minutes of the Special Board Meeting of March 17, 2015 – page 47

BUSINESS TRANSACTED

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

2. <u>Discussion of March 19th Regular Board Meeting Agenda Items</u>

The Board reviewed the March 19th Regular Board Meeting agenda items.

9. ACTION ITEMS

9. B GOAL: PLANNING

9. B-4 Consider approval of offer to purchase tax resale property

Mr. Hakimzadeh requested more explanation on this item and if we have done this in the past. Ms. Ludwig said the District does not do these very often. She said when properties are not sold at auction, these are brought before the taxing entities if a bid has been made on the properties. This is to recoup the taxes that are owed to the taxing entities.

Ms. Zacharias asked if the District holds the same position on the property. Ms. Ludwig said it was based on the tax owed to the property. The agenda item includes a percentage clarification.

9. B-5 Consider approval of independent auditors for the 2014-2015 school year

Mr. Hakimzadeh asked how long has Whitley Penn been our auditors and has it been consecutively. Ms. Ludwig answered that they have been our auditors since 1992, but periodically a RFP has been issued and they have been re-awarded the proposal. The last proposal was in 2010. Dr. Randle stated that they periodically change the lead auditor. Ms. Ludwig said a lot of changing goes on from changing of partner, a concurring partner, manager, senior level, and several staff. There are typically between five and ten auditors on the job and they rotate every year.

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 or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements
 - d. Consider extension of administrative contracts
 - e. Consider employment of Campus Coordinator at Lamar Consolidated High School

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- 2. Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 3. Section 551.071 To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 6:37 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION

The Board reconvened in Open Session at 6:58 p.m.

ADJOURNMENT

The meeting adjourned at 6:58 p.m.

AMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT				
Signed:				
lulio Thompson	. Kay Danzigor			
Julie Thompson	Kay Danziger			
President of the Board of Trustees	Secretary of the Board of Trustees			

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 19th day of March 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, Julie Thompson, at 7:00 p.m.

Members Present:

Julie Thompson President
Rhonda Zacharias Vice President
Kay Danziger Secretary
Anna Gonzales Member
Dar Hakimzadeh Member
Kathryn Kaminski Member
Frank Torres Member

Others Present:

Thomas Randle Superintendent

Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer

Laura Lyons Executive Director of Elementary Education
Walter Bevers Executive Director of Secondary Education

Kathleen Bowen Chief Human Resources Officer
David Jacobson Chief Technology Information Officer

Valerie Vogt Academic Administrator

Paul Lamp Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

The prayer was led by Dr. Bevers, and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

None

4. STUDENT REPORTS

a. Mustang POV

Dr. Randle introduced students from Lamar Consolidated High School, who inform us about broadcast technology. Quinton Limbrick of LCTV broadcast journalism class presented to the Board. He said they are always coming up with new ways to engage students, faculty, parents, and school community. They focus on fostering communication as well as learning the technical side of production. He presented a LCTV production showing students utilizing their skills with different equipment such as the teleprompter, sound board, video cameras, green screen, and editing software. A sample production was shown to the Board.

Ms. Zacharias arrived at 7:02 p.m.

5. AUDIENCE TO PATRONS

Mr. Joseph Greenwell addressed the Board about a few observations he has made. The first was the textbook committee not including a single parent on the committee. He said the District needed the parents input for the materials the District will be using to teach their children. He said the 2014 Bond election at the last minute dropped an elementary school and it was suggested by Ms. Gonzales to build 3 swimming pools at an approximate cost of \$8.5 million for each facility. He wanted to know where that number came from because there was no advance planning, no general specifications, and no requirements. He also wanted to know who pulls numbers out of thin air for a high school. He wanted to know how the District can assuage the concerns of the patrons of the District that the estimates are not initially high. He indicated that in his business on construction or renovation projects, they are turnkey dollar figures. He stated that the District needs to assuage the fears of the patrons of this District that their money is being spent the most efficient way.

6. APPROVAL OF MINUTES OF THE FEBRUARY 17, 2015 SPECIAL MEETING (WORKSHOP) AND FEBRUARY 19, 2015 REGULAR BOARD MEETING

It was moved by Ms. Zacharias and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of the February 17, 2015 Special Meeting (Workshop) and February 19, 2015 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Technology Committee met and discussed the item that is on tonight's agenda. Technology is working on a new Common Threads webpage under Community Relations to help increase donations, manage the volunteers, and distribute the information.

Ms. Gonzales reported the Facilities Committee met and discussed the progress of Arredondo Elementary School scheduled to be open June 1st. The Fulshear complex should be completed July 1, 2016. The Natatorium is now fully operational, the District will facilitate a tour for all Board members.

Ms. Kaminski reported the Policy Committee met and Dr. Randle gave them an overview of the changes, additions, and deletions. She indicated tonight's agenda includes the first reading of some policies. She wanted to put down the definition of the policies for all to understand. Local policies are customized to provide a procedure or guidelines to enforce the Legal policies and District guidelines. She also informed the Board that she attended a Governance and Legal Conference in Corpus Christi. She had the opportunity to hear Manuel Scott present "Power of One", and it was very impressive. There was also an update on the 84th Legislature. She also attended the CASE training, and after school learning training sponsored by Region 4.

8. SUPERINTENDENT REPORTS

a. <u>Meetings and Events</u>

Dr. Randle congratulated Mr. Ben Perez, the Principal of Taylor Ray, for being an HEB Leadership finalist. He will now compete for the HEB award in May.

b. <u>Information for Immediate Attention</u>

c. Introductions

Dr. Bowen introduced new administrators to the district: Toni Scott, principal, McNeill Elementary

<u>ACTION ITEMS FOR CONSENT OF APPROVAL:</u> 9. A-1 – 9. A-3; 9. B-1 – 9. B-4; 9. B-6 – 9. B-10; 9. B-12; 9. C-1; 9. D-1; and 9. E-1

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of new course for the 2015-2016 school year

approved the new course offering to allow a preparation course for PSAT/SAT/ACT to be provided as a pilot for the 2015-2016 school year.

<u>9. A-2</u> <u>Approval of instructional material recommendations</u>

approved the instructional materials recommended by the District Instructional Materials Adoption Committee for use in K-12 classrooms.

9. A-3 Approval of Out-of-State Trip Requests, including, but not limited to:

a. Foster High School DECA

approved out-of-state travel for Foster High School DECA to travel to Orlando, Florida on April 24-29, 2015.

9. B GOAL: PLANNING

9. B-1 Consider ratification of Quarterly Investment Report

ratified the quarterly investment report as submitted for the quarter ending February 28, 2015. (See inserted pages 52-A—52-F.)

9. B-2 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

9. B-3 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted page 52-G.)

9. B-4 Approval of offer to purchase tax resale property

approved the bid by Terry Scott of \$18,000 to acquire two (2) tax resale properties. (See inserted pages 52-H—52-S.)

9. B-6 Approval of paint and wall covering - time and materials

approved the M. Dumas Painting LLC and Frank's Iron Works & Industrial Coatings, LLC for paint and wall covering – time and materials district wide.

9. B-7 Approval of purchase of fleet vehicles

approved the purchase of two (2) small cargo utility vans from Helfman Ford and two (2) Ford F-350 trucks from Caldwell County Ford in the amount of \$98,646.

9. B-8 Approval of Donations to the District, including, but not limited to:

a. B.F. Terry High School

b. George Ranch High School

approved donations to the District.

9. B-9 Approval of Resolutions proclaiming

a. Educational Administrative Professionals' Week

approved the attached resolution proclaiming April 20—24, 2015 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District. (See inserted page 52-T.)

b. Librarians' Week

approved the attached resolution proclaiming the week of April 13—17, 2015 as Librarians' Week in the Lamar Consolidated Independent School District. (See inserted page 52-U.)

c. Volunteer Appreciation Week

approved the attached resolution proclaiming the week of April 20—24, 2015 as Volunteer Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 53-A.)

9. B-10 Approval of Request for 2015 Historic Site Exemption Qualification for the George Ranch Historical Park

approved 2015 Historic Site Exemption Qualification for the George Ranch Historical Park.

9. B-12 Approval of security vestibule renovation project

approved Security Structures, Inc. for the construction of the security vestibule at Bowie Elementary in the amount of \$42,300.

9. C GOAL: PERSONNEL

9. C-1 Approval of 2015—2016 Employee Report/End Date Table

adopted the 2015—2016 Employee Report/End Date Schedule as presented and approved begin and end dates for job titles as indicated on the table. (See inserted pages 53-B—53-E.)

9. D GOAL: SAFE, DRUG-FREE AND DISCIPLINED SCHOOLS

9. D-1 Approval of the Lamar CISD Student Code of Conduct Code for the 2015 – 2016 School Year

approved the Lamar CISD Student Code of Conduct for the 2015 – 2016 school year.

9. E GOAL: TECHNOLOGY

9. E-1 Approval of audio visual equipment and installation services

approved the purchase of projectors, equipment, and installation services for Phase III of the refresh of district projectors in the amount of \$461,608.75 to Troxell Communications.

9. B GOAL: PLANNING

9. B-5 Approval of Independent Auditors for the 2014—2015 School Year

Mr. Hakimzadeh moved to have an RFQ created to hire separate auditors to look at the books.

Mr. Lamp advised the Board this agenda item was not posted that way, therefore that motion was not valid.

Mr. Hakimzadeh withdrew his motion.

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2014-15 school year. (See inserted pages 54-A—54-G.)

Voting in favor of the motion: Ms. Danziger, Ms. Gonzales, Ms. Kaminski, Mr. Torres, Ms. Thompson, Ms. Zacharias

Voting in opposition: Mr. Hakimzadeh

The motion carried.

9. B-11 Discussion and action on amendment to the Gilbane Building Co. agreement for program management

It was moved by Ms. Zacharias to withdraw this item from the agenda. There was a consensus of the Board and the item was withdrawn.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Quarterly Academic Update

Ms. Valerie Vogt and Mr. Brian Moore presented the updated.

10. B GOAL: PLANNING

- 10. B-1 Board Polices for First Reading
- 10. B-2 Tax Collection Report
- 10. B-3 Payments for Construction Projects
- 10. B-4 Region 4 Maintenance and Operations Update
- 10. B-5 Bond Update
- 10. B-6 Traffic Study for Lamar Consolidated High, Lamar Junior High, and Wessendorff Middle schools
- 10. B-7 Campus Climate Surveys

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 or employment of professional personnel
- b. Employment of professional personnel (Information)
- c. Employee resignations and retirements (Information)
- d. Consider extension of administrative contracts
- e. Consider employment of Campus Coordinator at Lamar Consolidated High School
- 2. Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 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 7:55 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION - ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:23 p.m.

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

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

Employed

Drake, Matthew March 20, 2015 Special Needs Coordinator Transportation
Johnson, Rhonda TBD Assistant Principal Briscoe JH

11. A-1(d) Consider Extension of Administrative Contracts

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 55A—55-D.)

11. A-1(e) Consider employment of Campus Coordinator at Lamar Consolidate High School

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve the recommendation of Richard LaFavers as the Campus Coordinator at Lamar Consolidated High School. The motion carried unanimously.

Secretary of the Board of Trustees

ADJOURNMENT

President of the Board of Trustees

The meeting adjourned at 8:24 p.m.				
LAMAR CONSOLIDATED INDEPEND	ENT SCHOOL DISTRICT			
Signed:				
Julie Thompson	Kay Danziger			

9.A.#1. – INSTRUCTIONAL BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF NEW COURSE FOR THE 2015-2016 SCHOOL YEAR

RECOMMENDATION:

That the Board of Trustees approve a new course offering for the 2015-2016 school year, Foundations of Intensive Language Acquisition and Support.

IMPACT/RATIONALE:

The District has identified a need to offer an intensive language acquisition course designed for recent immigrant and/or recent arrivals English Language Learners who come with little or no proficiency in English and may have limited schooling. State assessment scores indicate that these students are at a beginning level of English proficiency and are in vital need of intensive language support.

PROGRAM DESCRIPTION:

Students will acquire the academic language and skills in English to prepare them to be ready for higher level courses and college and career ready. This course includes a culture component that provides opportunities for students to understand the American school culture thus promoting the affective and cognitive development of recent immigrants and/or recent arrivals.

This course provides opportunities for intensive language support through the use of technology and research-based sheltered instruction and that supports students as they enroll in ESOL I and II. Teachers maintain an understanding that students need to accelerate English proficiency to transition successfully into an all English main-stream cross-curricular schedule

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education Valerie Vogt, Academic Administrator
Gloria Stewart, Accelerated Language Program Director

Recommended for approval:

Thomas Randle

9.A.#2. – INSTRUCTIONAL BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the District math finalists to the National MathCON Competition at the University of Illinois in Chicago on April 24-25, 2015.

IMPACT/RATIONALE:

The Lamar CISD math finalists request permission to travel to Chicago, Illinois on April 24, 2015 by airplane. The approximate cost per individual will be \$503, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. The total cost of the trip is estimated to be \$4,027. Five students are expected to participate plus the Math Coordinator and two chaperones. The expenses for the trip will be paid for by Lamar CISD funds.

PROGRAM DESCRIPTION:

MathCON is a mathematics competition for students in grades 5-12. The goals of MathCON are to contribute to math academics by challenging and entertaining students with insight math problems and to promote high-quality math education. This year, 45,000 students participated in the online assessment. Of the 700 finalists in 42 states, nine were from Lamar Consolidated Independent School District and 16 additional LCISD students were selected as alternates.

Submitted by: Valerie Vogt, Academic Administrator

Katie Marchena, Coordinator of Mathematics

Recommended for approval:

Thomas Randle

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 March 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:

Thomas Randle

SCHEDULE OF MARCH 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 March total \$25,502,889 and are shown below by category:

3-Digit Object	<u>Description</u>	Disbursements
611/612	Salaries and Wages, All Personnel	12,971,646
614	Employee Benefits	500,410
621	Professional Services	274,217
623	Education Services Center	18,230
624	Contracted Maintenance and Repair Services	421,154
625	Utilities	98,403
626	Rentals and Operating Leases	18,856
629	Miscellaneous Contracted Services	360,906
631	Supplies and Materials for Maintenance and Operations	252,643
632	Textbooks and Other Reading Materials	44,803
633	Testing Materials	11,373
634	Food Service	432,921
639	General Supplies and Materials	694,268
641	Travel and Subsistence Employee and Student	70,650
642	Insurance and Bonding Costs	5,447
649	Miscellaneous Operating Costs/Fees and Dues	443,971
659	Other Debt Services Fees	8,750
661	Land Purchase and/or Improvements	3,950
662	Building Purchase, Construction, and/or Improvements	8,760,765
663	Furniture & Equipment - \$5,000 or more per unit cost	76,612
129	Misc. Receivable/Alternative Certification Fees	3,600
131	Inventory Purchases	21,209
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	8,105
	Total	25,502,889

PROGRAM DESCRIPTION:

Michele Reynolds

The report above represents all expenditures made during the month of March 2015. The detailed check information is available upon request.

Submitted by,

Michele Reynolds, Director of Finance Recommended for approval:
Thomas Randle

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

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	122,736,698.00	119,776,234.00	(2,960,464.00)	97.6%
5800-STATE PROGRAM REVENUES	91,271,861.00	59,531,660.00	(31,740,201.00)	65.2%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,500,434.00	(244,566.00)	86.0%
7900- OTHER RESOURCES	-	990,926.00	990,926.00	0%
TOTAL- REVENUES	215,753,559.00	181,799,254.00	(33,954,305.00)	84.3%
EXPENDITURES				
6100-PAYROLL COSTS	179,495,673.00	97,967,395.00	81,528,278.00	54.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,755,841.00	6,400,987.00	8,354,854.00	43.4%
6300-SUPPLIES AND MATERIALS	10,359,002.00	5,024,835.00	5,334,167.00	48.5%
6400-OTHER OPERATING EXPENDITURES	8,913,157.00	3,968,689.00	4,944,468.00	44.5%
6600-CAPITAL OUTLAY	1,860,731.00	371,320.00	1,489,411.00	0.0%
TOTAL-EXPENDITURES	215,384,404.00	113,733,226.00	101,651,178.00	52.8%

Lamar CISD Local Investment Pools as of March 31, 2015

	as or march	31, 2013			
ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	4,128,182.11	0.00	500,000.00	151.03	3,628,333.14
General Account	116,843,102.49	0.00	16,070,694.16	4,426.46	100,776,834.79
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance Debt Service Series 2004	437,032.53 6,915.18	1,779,027.50 0.00	1,150,000.00 0.00	64.67 0.31	1,066,124.70 6,915.49
Workmen's Comp	553,718.13	66,666.66	15,000.00	24.77	605,409.56
Property Tax	21,202,950.68	3,887,379.11	0.00	957.22	25,091,287.01
Vending Contract Sponsor	475,247.81	0.00	0.00	19.35	475,267.16
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005 Debt Service Series 2007	71.31 696,835.61	0.00 0.00	0.00	0.00 28.38	71.31 696,863.99
Capital Projects Series 2005	609,875.07	0.00	0.00	24.85	609,899.92
Student Activity Funds	48,856.40	0.00	0.00	1.86	48,858.26
Taylor Ray Donation Account	7,605.22	0.00	0.00	0.31	7,605.53
Capital Projects Series 2007	209,060.20	0.00	0.00	8.56	209,068.76
Common Threads Donation	53,219.43	0.00 0.00	0.00	2.16 29.76	53,221.59 729,460.33
Debt Service Series 2008 Capital Projects 2012A	729,430.57 13,562,322.29	0.00	541,530.95	543.38	13,021,334.72
Debt Service 2012A	245,016.62	0.00	0.00	9.96	245,026.58
Debt Service 2012B	483,001.99	0.00	0.00	19.70	483,021.69
Capital Projects 2014A	27,007,643.25	0.00	657,804.33	1,092.57	26,350,931.49
Capital Projects 2014B	10,749,228.57	0.00	3,172,991.79	388.29	7,576,625.07
Debt Service 2014A Debt Service 2014B	2,564,907.60 1,793,424.38	0.00 0.00	0.00	104.57 73.13	2,565,012.17 1,793,497.51
Debt Service 2013	265,733.12	0.00	0.00	10.82	265,743.94
Debt Service 2013A	265,744.98	0.00	0.00	10.82	265,755.80
Lone Star Investment Pool Government Overnight Fund Capital Projects Fund	5,019.58	0.00	0.00	0.23	5,019.81
Workers' Comp	720,666.86	0.00	0.00	32.80	720,699.66
Property Tax Fund	32,151.13	0.00	0.00	1.46	32,152.59
General Fund	2,587,195.39	0.00	0.00	117.74	2,587,313.13
Food Service Fund	90,466.74	0.00	0.00	4.12	90,470.86
Debt Service Series 1996 Capital Project Series 1998	0.01 700.45	0.00 0.00	0.00 0.00	0.00 0.03	0.01 700.48
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	383.96	0.00	0.00	0.02	383.98
Capital Projects 2008 Capital Projects 2012A	36,831.93 699,507.67	0.00 0.00	0.00	1.68 31.83	36,833.61 699,539.50
Capital Projects 2014A	18,007,285.02	0.00	0.00	819.46	18,008,104.48
Capital Projects 2014B	9,835,822.16	0.00	0.00	447.60	9,836,269.76
MBIA Texas CLASS Fund					
General Account	15,346,191.93	0.00	0.00	1,593.89	15,347,785.82
Capital Project Series 1998	905.05	0.00	0.00	0.04	905.09
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	11,047,321.23	0.00	0.00	1,147.41	11,048,468.64
TEXSTAR					=
Capital Projects Series 2007 Debt Service Series 2008	742.61 663,173.39	0.00 0.00	0.00 0.00	0.00 34.06	742.61 663.207.45
Capital Projects Series 2008	2,000,517.30	0.00	7,801.57	102.47	1,992,818.20
Debt Service Series 2012A	1,385,621.02	0.00	0.00	71.09	1,385,692.11
Debt Service Series 2012B	4,772.92	0.00	0.00	0.28	4,773.20
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013 Capital Projects 2014A	4,508.43 4,661,940.02	0.00 0.00	0.00 4,661,939.02	0.28 138.53	4,508.71 139.53
Capital Projects 2014A Capital Projects 2014B	5,846,510.25	0.00	0.00	300.08	5,846,810.33
Capital Cojsete 20112	0,010,010.20	0.00	0.00	×	0,0 10,0 10.00
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,004,422.47	0.00	0.00	76.32	1,004,498.79
Capital Projects Series 2008	140.66	0.00	0.00	0.01	140.67
Capital Projects Series 2012A	463,734.01	0.00	0.00	35.24	463,769.25
Capital Projects Series 2014A Capital Projects Series 2014B	18,008,470.50 9,836,461.73	0.00 0.00	0.00 0.00	1,368.39 747.43	18,009,838.89 9,837,209.16
	-,,		AVG. RATE	CURRENT MONTH	
ACCOUNT TYPE			OF RETURN	EARNINGS	
TEXPOOL ACCOUNT INTEREST			0.05	\$7,992.93	
LONE STAR ACCOUNT INTEREST			0.05	\$1,456.97	
MBIA TEXAS CLASS ACCOUNT INTEREST			0.12	\$2,741.34	
TEXSTAR ACCOUNT INTEREST			0.06	\$646.79	
TEXAS TERM/DAILY ACCOUNT INTEREST			0.09	\$2,227.39	\$4F.00F.40
TOTAL CURRENT MONTH EARNINGS EARNINGS 9-01-14 THRU 2-28-15					\$15,065.42 \$67,189.80
TOTAL CURRENT SCHOOL YEAR EARNINGS					\$82,255.22
					+02,200.22

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Resource: Yvonne Dawson, RTSBA, Budget and Treasury Officer

Recommended for approval:

Thomas Randle

George Jr. High School is requesting a budget change to pay for overtime charges incurred by campus secretary.

199-11	Classroom Instruction	(1,100.00)
199-23	School Leadership	1,100.00

The Special Education department is requesting a budget change to pay legal fees.

199-33	Health Services	(40,000.00)
199-31	Guidance and Counseling	(5,000.00)
199-21	Instructional Leadership	45,000.00

9.B.#3. – PLANNING BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2015; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

RECOMMENDATION:

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015.

IMPACT/RATIONALE:

The voters of Lamar Consolidated Independent School District authorized the issuance of \$240,647,552 in schoolhouse bonds in an election held November 4, 2014. Based on the requirements of the project schedule and due to historically low interest rates, administration and the District's financial advisor recommend selling approximately \$145.6 million of the authorization. The Bonds will be sold as traditional fixed rate bonds.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015 is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the price to be paid for the Bonds shall not be less than 100% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- the aggregate principal amount of the Bonds authorized to be issued shall not exceed the total maximum par amount of \$300 million and the total principal amount of Bonds to be issued for new money purposes shall not exceed \$150 million and refunding purposes shall not exceed \$150 million;
- the Pricing Certificate for the Bonds issued in whole or in part for new money purposes shall indicate the
 amount of authorized but unissued bonds that remain available to the District from the applicable voted
 authorization following the issuance of the Bonds approved in the Pricing Certificate;
- the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 5% of the principal amount of the Refunded Bonds;
- the sale of the Bonds shall produce a true interest cost to the District of not more than 4.5%, and which does not exceed the maximum rate allowed under Section 1204.006, Texas Government Code, as amended; and
- no Bond shall mature more than 40 years from the date of delivery thereof.

Representatives from First Southwest Company, Bracewell & Giuliani LLP, and District personnel are available to answer questions.

PROGRAM DESCRIPTION:

It is required that the Board of Trustees approve the Order authorizing the sale of the bonds. Since this is the initial sale of bonds authorized in 2014, the Board of Trustees will approve an underwriting team to remain in place for all transactions relating to the 2014 authorization. The underwriting team has the ability to assess the District's goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The underwriting team for this sale will be selected using a Request for Proposal process that will commence immediately. After evaluation of the proposals by the financial advisor and administration, a summary will be prepared and presented to the District's Financial Audit Committee. A final recommendation will be made to the Board for approval. The District's financial advisory firm, First Southwest Company, will assist the District with the sale of schoolhouse bonds.

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

Recommended for approval:
Thomas Randle

ORDER

AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS SERIES 2015

Adopted: April 14, 2015

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Exhibit A – Form of Current Interest Bond

Exhibit B – Form of Capital Appreciation Bond

AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2015; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Lamar Consolidated Independent School District (the "District"), described on <u>Schedule I</u> attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Bond Candidates"), which are secured by and payable from ad valorem taxes levied, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificate(s) (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate(s); and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Bonds in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased: and

WHEREAS, the Board of Trustees of the District hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board of Trustees hereby finds and determines that the refunding of the Refunded Bonds as contemplated in this Order will benefit the District by providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, the Board of Trustees hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its refunding bonds at this time, and

WHEREAS, the District desires to issue, either in combination with such refunding bonds or on a stand-alone basis as part of a separate series of bonds, schoolhouse bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended ("Chapter 45") at an election held within the District on November 4, 2014 (the "Election"); and

WHEREAS, at said Election, the voters authorized the amount of schoolhouse bonds set forth below in the following schedule, such schedule also showing amounts previously issued pursuant to such voted authorization; and

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
November 4, 2014	\$240,647,552	\$0	\$240,647,552

WHEREAS the Board of Trustees (the "Board") of the District does hereby determine that the schoolhouse bonds in an amount not to exceed \$150,000,000, including any premium charged against voted authority, should be issued as a portion and an installment of the \$240,647,552 schoolhouse bonds voted the Election; and

WHEREAS, the actual amount issued from the Election pursuant to this Order and the balance that remains after the issuance of the schoolhouse bonds authorized in this Order will be indicated in the Pricing Certificate (as defined herein); and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such schoolhouse bonds for the construction, acquisition and equipment of school buildings, the purchase of sites for school buildings, and the purchase of school buses; and

WHEREAS, the schoolhouse bonds are authorized to be issued pursuant to Chapter 45; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an "Issuer" under Chapter 1371 of the Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, pursuant to Chapter 1207 and Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Authorized Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. <u>Definitions</u>. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

"Accreted Value" means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefore, with interest thereon compounded semiannually, as set forth in the Pricing Certificate.

"Authorized Officer" means the Superintendent or the Chief Financial Officer of the District.

"Board" means the Board of Trustees of the District.

"Bond" means any series or subseries of the Bonds issued pursuant to this Order as context requires.

"Bonds" means the District's bonds authorized to be issued by Section 3.01.

"Bond Counsel" means Bracewell & Giuliani LLP.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Capital Appreciation Bonds" means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Current Interest Bonds" means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

"Dated Date" means the date designated as the date of the Bonds in the Pricing Certificate.

"Debt Service" means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, payable at the times and in the manner provided herein and in the Pricing Certificate.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in the Pricing Certificate, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means the escrow agent designated in the Pricing Certificate.

"Escrow Agreement" means the escrow agreement between the District and the Escrow Agent relating to the Refunded Bonds.

"Escrow Fund" means the fund or funds established by the Escrow Agreement(s) to hold cash and securities for the payment of debt service on the Refunded Bonds.

"Escrow Securities" means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"Fiscal Year" means such fiscal year of the District as shall be set from time to time by the Board.

"Initial Bonds" means the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

"Initial Current Interest Bond" means the Initial Current Interest Bond authorized by Section 3.02.

"Initial Capital Appreciation Bond" means the Initial Capital Appreciation Bond authorized by Section 3.02.

"Interest Payment Date" means, with respect to the Current Interest Bonds, the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

"Maturity" means the date on which the principal of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

"Maturity Amount" means, with respect to the Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

"MSRB" means the Municipal Securities Rulemaking Board.

"Order" means this Order.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the paying agent/registrar designated in the Pricing Certificate.

"Paying Agent Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Order.

"Purchase Contract" means the purchase contract or purchase contracts between the District and the Underwriters pertaining to the sale of the Bonds.

"Record Date" means, with respect to the Current Interest Bonds, the Record Date set forth in the Pricing Certificate.

"Refunded Bond Candidates" means the obligations of the District described in <u>Schedule I</u> attached hereto which are hereby authorized to be designated as Refunded Bonds in the Pricing Certificate.

"Refunded Bonds" means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

"Register" means the Bond register required by Section 3.06(a).

"Representation Letter" means the Blanket Letter of Representations between the District and DTC.

"Representative" means the representative of the Underwriters designated in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the date that is 15 days after the Special Record Date, as described in Section 3.03(e).

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(e).

"State" means the State of Texas.

"Stated Maturity" means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

"Underwriters" mean the underwriters named in the Purchase Contract.

Section 1.02. <u>Other Definitions</u>. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble to this Order.

Section 1.03. <u>Findings</u>. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. <u>Table of Contents, Titles and Headings</u>. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. <u>Interpretation</u>. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

- (b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.
- (c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. <u>Tax Levy</u>. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and related costs and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

- (b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.
- (c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. <u>Authorization</u>. The District's bonds to be designated "Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015" or such other title or titles as may be designated in the Pricing Certificate are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, and Chapters 1207 and 1371, Texas Government Code. The Bonds shall be issued (i) in an aggregate principal amount not to exceed \$150,000,000 for the purpose of refunding the Refunded Bonds and to pay the costs of issuing the Bonds; and (ii) in an aggregate principal amount not to exceed \$150,000,000 for the construction, acquisition and equipment of school buildings, the purchase of sites for

school buildings, and the purchase of school buses and to pay the costs of issuing the Bonds. The total par amount of the Bonds to be issued pursuant to this Order shall not exceed \$300,000,000.

Section 3.02. <u>Date, Denomination, Maturities, and Interest</u>. (a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

- (b) The Current Interest Bonds for each series, if any, shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond for each series, which shall be numbered ICI-1.
- (c) The Current Interest Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.
- (d) Interest shall accrue and be paid on each Current Interest Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360–day year of twelve 30–day months.
- (e) The Capital Appreciation Bonds for each series, if any, shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from RCA-1 upward, except the Initial Capital Appreciation Bond for each series, which shall be numbered ICA-1.
- (f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360–day year composed of twelve 30–day months (subject to rounding to the Accreted Values thereof), and shall mature on the dates and in the Maturity Amounts set forth in the Pricing Certificate.
- (g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.
- Section 3.03. <u>Medium, Method and Place of Payment</u>. (a) Debt Service shall be paid in lawful money of the United States of America.
- (b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to

whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

- (c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.
- (e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.
- (f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.
- Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.
- (b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

- be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.
- (d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond for each series of Bonds, representing the entire principal amount of the Current Interest Bonds for such series of Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond for each series of Bonds representing the aggregate Maturity Amount of the Capital Appreciation Bonds for such series of Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.
- Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.
- (b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.
- Section 3.06. <u>Registration, Transfer and Exchange</u>. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

- (b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.
- (c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.
- (d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.
- (e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.
- (f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.
- Section 3.07. <u>Cancellation</u>. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.
- Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

- (b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:
 - (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;
 - (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;
 - (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
 - (iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.
- (c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.
- (d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.
- (e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.
- Section 3.09. <u>Book–Entry Only System</u>. (a) The definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.
- (b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence,

the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of Debt Service on the Bonds for the purpose of giving notices of redemption, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. <u>Payments to Cede & Co.</u> Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to

such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

- Section 4.01. <u>Limitation on Redemption</u>. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.
- Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.
- Section 4.03. <u>Mandatory Sinking Fund Redemption</u>. (a) The Current Interest Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.
- (b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall (i) select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.
- (c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.
- Section 4.04. <u>Partial Redemption</u>. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption, and call such Bonds for redemption.
- (b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

- (c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.
- Section 4.05. <u>Notice of Redemption to Owners</u>. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.
- (b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.
- Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.
- (d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.
- Section 4.06. <u>Payment Upon Redemption</u>. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.
- (b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.
- Section 4.07. <u>Effect of Redemption</u>. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the

Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

- (b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.
- Section 4.08. <u>Lapse of Payment</u>. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

- Section 5.01. <u>Appointment of Initial Paying Agent/Registrar</u>. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.
- (b) The Board hereby approves the form of Paying Agent/Registrar Agreement. The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, one or more Paying Agent/Registrar Agreements specifying the duties and responsibilities of the District and the Paying Agent/Registrar.
- Section 5.02. <u>Qualifications</u>. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying agent and registrar for the Bonds.
- Section 5.03. <u>Maintaining Paying Agent/Registrar</u>. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.
- (b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.
- Section 5.04. <u>Termination</u>. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.
- Section 5.05. <u>Notice of Change to Owners</u>. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each

Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. <u>Agreement to Perform Duties and Functions</u>. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. <u>Delivery of Records to Successor</u>. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Current Interest Bonds and the Capital Appreciations Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bonds, the Certificate of the Paying Agent/Registrar, the Assignment forms and the Certificates of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the forms set forth in Exhibit A and Exhibit B, respectively, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

- (b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.
- (c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. <u>CUSIP Registration</u>. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor Bond Counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. <u>Legal Opinion</u>. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Bonds to be refunded by each series or subseries of Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, if any, the aggregate principal amount of Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, the selection of the verification agent, if any, the selection of the Underwriters, and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

- (i) the price to be paid for the Bonds shall not be less than 100% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- (ii) the aggregate principal amount of the Bonds authorized to be issued shall not exceed the total maximum par amount set forth in Section 3.01 and the total principal amount of Bonds to be issued for the purposes described in Section 3.01 for new money and refunding purposes shall not exceed the respective limits described in Section 3.01;
- (iii) the Pricing Certificate for the Bonds issued in whole or in part for new money purposes shall indicate the amount of authorized but unissued bonds that remain available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Pricing Certificate;
- (iv) the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 5% of the principal amount of the Refunded Bonds;
- (v) the sale of the Bonds shall produce a true interest cost to the District of not more than 4.5%, and which does not exceed the maximum rate allowed under Section 1204.006, Texas Government Code, as amended; and

(vi) no Bond shall mature more than 40 years from the date of delivery thereof.

The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Contract, providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer.

- (b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date one (1) year from the date of this Order, unless otherwise extended by the Board by separate action.
- (c) All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.
- (d) The District hereby authorizes the preparation of one or more Preliminary Official Statements for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.
- (e) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

Section 7.02. <u>Control and Delivery of Bonds</u>. (a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

- (b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.
- Section 7.03. <u>Deposit of Proceeds</u>. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

- Section 8.01. <u>Payment of the Bonds</u>. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.
- Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.
- (b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 8.03. Federal Income Tax Exclusion.

- General. The District intends that the interest on the Bonds will be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations promulgated thereunder (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 8.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 8.03 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section 8.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 8.03.
- (b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed or refinanced, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used, in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.
- (c) <u>No Federal Guarantee</u>. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and such Regulations.
- (d) <u>No Hedge Bonds</u>. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.
- (e) <u>No Arbitrage</u>. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected

to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

- Arbitrage Rebate. If the District does not qualify for an exception to the (f) requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.
- (g) <u>Information Reporting</u>. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.
- (h) Record Retention. The District will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three (3) years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the District to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

- (i) <u>Registration</u>. The Bonds will be issued in registered form.
- (j) <u>Deliberate Actions</u>. The District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of Section 141 of the Code regarding the use of Bond proceeds after the issue date of the Bonds unless an appropriate remedial action is permitted by Section 1.141-12 of the Regulations, the District takes such remedial action and the District receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of Section 141 of the Code.
- (k) <u>Continuing Obligation</u>. Notwithstanding any other provision of this Order, the District's obligations under the covenants and provisions of this Section 8.03 will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

ARTICLE IX

DISCHARGE

Section 9.01. <u>Discharge</u>. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE X

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 10.01. <u>Subscription for Securities</u>. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds.

Section 10.03. <u>Payment of Refunded Bonds</u>; <u>Redemption of Refunded Bonds</u>. Following the deposit to the Escrow Fund or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the

Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. <u>Permanent School Fund Guarantee</u>. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

- (a) a certified copy of this Order and copies of the Official Statement for such series of Bonds shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of such series of Bonds;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on any such series of Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. <u>Annual Reports</u>. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2015,

financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

- (b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.
- (c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 12.02. Event Notices.

- (a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, notice of any of the following events with respect to the Bonds:
 - (1) Principal and interest payment delinquencies;
 - (2) Non-payment related defaults, if material;
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) Substitution of credit or liquidity providers, or their failure to perform;
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;
 - Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.
- (b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information in accordance with Section 12.01 above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. <u>Limitations</u>, <u>Disclaimers and Amendments</u>. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

- (c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.
- (d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.
- The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an

explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. <u>Changes to Order</u>. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 13.02. <u>Partial Invalidity</u>. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 13.03. <u>No Personal Liability</u>. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 13.04. <u>Related Matters</u>. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 13.05. <u>Force and Effect</u>. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE on April 14, 2015.

Secretary, Board of Trustees Lamar Consolidated Independent School District President, Board of Trustees Lamar Consolidated Independent School District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

The Authorized Officer may select the specific maturities and series of bonds constituting the Refunded Bonds from the following series of the District's outstanding bonds:

Unlimited Tax Schoolhouse Bonds, Series 2007

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2008

EXHIBIT A

FORM OF CURRENT INTEREST BOND

		TORWI OF CORRECT	I II (I EKESI BOL)			
(a)	Form of C	Current Interest Bond.				
REGISTERE No				REGISTERED \$		
		United States of America State of Texas County of Harris				
		CONSOLIDATED INDE FED TAX SCHOOLHOU SERIES	JSE AND REFUNDING			
		CURRENT INT	EREST BOND			
INTEREST	RATE:	MATURITY DATE:	<u>DATED DATE</u> :	<u>CUSIP NO.</u> :		
	_%					
		ted Independent School I received, hereby promise		n the County of Harris,		
or registered	assigns, on	the maturity date specifie	ed above, the sum of			
			DOLLARS			
interest on surrecent interest such principa above, comp	ach principa st payment al amount h uted on the	the principal hereof shall amount from the later date to which interest has been paid or provided basis of a 360-day year and2 of each	of the Dated Date speci as been paid or provide for, at the per annum ra of twelve 30-day mon	fied above or the most d for until payment of ate of interest specified ths, such interest to be		
lawful mone the corporate Paying Ager Registrar on	y of the Une trust officent/Registrar with re	this Bond shall be paya ited States of America u e of 4, 5, T (the "Designated Payn spect to a successor e of such successor. Inte	pon presentation and sur exas, or such other loca- nent/Transfer Office"), paying agent/registrar	rrender of this Bond at ation designated by the of the Paying Agent/ , at the Designated		

A-1

#4856201.3

¹ Insert from Pricing Certificate. ² Insert from Pricing Certificate. ³ Insert from Pricing Certificate. ⁴ Insert from Pricing Certificate. ⁵ Insert from Pricing Certificate.

of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the ___6 __ business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

¹⁰ Insert from Pricing Certificate.

¹¹ Delete if only Current Interest Bonds are issued.

The District has reserved the option to redeem the Bonds maturing on and after 12 in whole or in part before their respective scheduled maturity dates, on 13 , or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

(the "Term Bonds") are subject to mandatory sinking fund [Bonds maturing on redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$</u>	15	Term Bonds Maturing 16	_
Redemption 17	Date	Principal \$	Amount

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.] ¹⁹

Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of

¹² Insert from Pricing Certificate.

¹³ Insert from Pricing Certificate.

¹⁴ Insert from Pricing Certificate.

¹⁵ Insert from Pricing Certificate.

¹⁶ Insert from Pricing Certificate.

¹⁷ Insert from Pricing Certificate. ¹⁸ Insert from Pricing Certificate.

¹⁹ Delete if Term Bonds are not issued.

subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees Lamar Consolidated Independent School District	President, Board of Trustees Lamar Consolidated Independent School District		
[SEAL]			
(b) Form of Certificate of Paying Ag	gent/Registrar		
CERTIFICATE OF PAY	ING AGENT/REGISTRAR		
of which this Bond is a part was originally issue	he within mentioned Order. The series of Bonds ed as one Initial Bond which was approved by the istered by the Comptroller of Public Accounts of		
	as Paying Agent/Registrar		
Date:	By:		
	NMENT and sip code of transferee):		
rights hereunder and hereby is attorney to registration hereof, with full power of substitutions.) the within Bond and all irrevocably constitutes and appoints transfer the within Bond on the books kept for on in the premises.		
Dated: Signature Guaranteed By:			
Authorized Signatory	NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.		
20 Insert from Pricing Certificate.			

64

A-5

#4856201.3

(d) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Cypress Fairbanks Independent School District of its Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015, dated $\frac{21}{2}$, in the principal amount of $\frac{22}{2}$ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Michael L. Williams
Commissioner of Education

(e) Initial Current Interest Bond Insertions

The Initial Current Interest Bond shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

- (1) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. ______" deleted;
- (2) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on $_{23}$ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

²¹ Insert from Pricing Certificate.

²² Insert from Pricing Certificate.

²³ Insert from Pricing Certificate.

<u>Year</u>	Principal Amount	<u>Interest Rate</u>
-------------	------------------	----------------------

(Information to be inserted from the Pricing Certificate); and

- (3) the Initial Current Interest Bond shall be numbered ICI-1.
- (4) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS	§ §	REGISTER NO
THE STATE OF TEXAS	§	
	the State of	le and of record in my office a certificate to Texas has approved this Bond, and that this
WITNESS MY SIGNATURE A	ND SEAL (OF OFFICE this
[SEAL]		Comptroller of Public Accounts
		of the State of Texas

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

(a))	<u>Form</u>	of	<u>Capita</u>	l App	preciation	<u>n Bond</u> .

REGISTERED No				\$
	١	United States of Ame State of Texas County of Harris		
		ATED INDEPENDE SCHOOLHOUSE AN SERIES 2015		
	CAPI	TAL APPRECIATIO	ON BOND	
YIELD TO <u>MATURITY</u> :	ORIGINAL PRINCIPAL <u>AMOUNT</u> :	MATURITY <u>DATE</u> :	CLOSING <u>DATE</u> :	CUSIP NO.:
%	\$			
State of Texas, fo	gns, on the Maturi	ereby promises to pa	y to ove, the Maturity A	the County of Harris, amount of this Bond,
			_ DOLLARS	
the initial premius accretes from the beginning in each year Manount is printed.	um paid hereon, to c Closing Date specear, commencing _ ed on or attached to	ogether with interest ified above, and will 3. A table of the to this Bond. The	thereon to the Mat compound semianre "Accreted Values" term "Accreted Val	Amount hereof, plus turity Date. Interest nually on and per \$5,000 Maturity lue," as used herein, if any, paid therefor
Insert from Pricing	Certificate.			

B-1

Insert from Pricing Certificate.
 Insert from Pricing Certificate.
 Insert from Pricing Certificate.

with interest thereon accreted and compounded semiannually to the 4 or 5 r	nex
preceding the date of such calculation (or, the date of calculation, if such calculation is made	or
or 7 at a compounding rate which produces the approximate yield to maturity	se
forth above. For any date other than a8 or9 , the Accreted Value of this Bond sl	hal
be determined by a straight-line interpolation between the values for the applicable semianr	ıua
compounding dates, based on 30-day months.	

If the date for the payment of the Maturity Amount on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the Maturity Date.

The Capital Appreciation Bonds are not subject to redemption prior to stated maturity.

B-2

⁴ Insert from Pricing Certificate.

⁵ Insert from Pricing Certificate.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

¹⁰ Insert from Pricing Certificate.

¹¹ Insert from Pricing Certificate.

¹² Insert from Pricing Certificate.

¹³ Insert from Pricing Certificate.

¹⁴ Insert from Pricing Certificate.¹⁵ Insert from Pricing Certificate.

¹⁶ Delete if only Capital Appreciation Bonds are issued.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

President, Board of Trustees Lamar Consolidated Independent School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

	17
	as Paying Agent/Registrar
Date:	By:
(c) <u>Form of Assignment</u>	
ASSI	GNMENT
	hereby sells, assigns, and transfers unto (print or sferee):
rights hereunder and hereby irrevocably co) the within Bond and all onstitutes and appoints oks kept for registration hereof, with full power of
Dated: Signature Guaranteed By: Authorized Signatory	NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.
(d) <u>Statement of Permanent School</u>	Fund Guarantee.
The following statement shall appear o	on or be attached to each Bond:
PSF CE	RTIFICATE
Subchapter C of Chapter 45 of the Texas I principal of and interest on the issuance by the of its Unlimited Tax Schoolhouse and Refu principal amount of \$ is guaranteed b	icle 7, Section 5 of the Texas Constitution and Education Code, the payment, when due, of the e Lamar Consolidated Independent School District nding Bonds, Series 2015, dated, in the y the corpus of the Permanent School Fund of the m administered by the Texas Education Agency. upon defeasance of such bonds.
17 Insert from Pricing Certificate. 18 Insert from Pricing Certificate.	

¹⁹ Insert from Pricing Certificate.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Michael L. Williams
Commissioner of Education

(e) <u>Initial Capital Appreciation Bond Insertions</u>

The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (a), (c), (d) and (f) of this Section, except for the following alterations:

- (1) immediately under the name of the Bond, the headings "YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" AND "MATURITY DATE" shall be completed with the words "As Shown Below" and the heading "CUSIP NO. ______" deleted;

<u>Year</u>	Original Principal <u>Amount</u>	Yield to Maturity	Maturity Amount

(Information to be inserted from the Pricing Certificate); and

- (3) the Initial Capital Appreciation Bond shall be numbered ICA-1.
- (4) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

_

²⁰ Insert from Pricing Certificate.

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS THE STATE OF TEXAS	\$ \$ \$	REGISTER NO
	the State	of Texas has approved this Bond, and that this L OF OFFICE this
[SEAL]		Comptroller of Public Accounts of the State of Texas
(g) <u>Table of Accreted Values</u>	<u>s.</u>	

TABLE OF ACCRETED VALUES

on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the

The Accreted Values of the Capital Appreciation Bonds set forth below shall be printed

The Accreted Value, initial offering price, and principal amount (all per \$5,000 of Maturity Amount), together with the interest rate and yield to maturity are as follows. Accreted values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

 $\begin{bmatrix} 21 \end{bmatrix}$

Initial Capital Appreciation Bond.

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#4856201.3

²¹ Insert from Pricing Certificate.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS COUNTY OF HARRIS	§ §	
I, the undersigned School District, hereby cer		Trustees of Lamar Consolidated Independent
convened in regular meeti	ng on the 14 th day of Ap	r Consolidated Independent School District oril, 2015, at the regular meeting place thereof, duly constituted officers and members of said
Julio	e Thompson	President
	onda Zacharias	Vice President
	Danziger	Secretary
	na Gonzales	Trustee
Dar	Hakimzadeh	Trustee
Katl	hryn Kaminski	Trustee
Fran	nk Torres	Trustee
thus constituting a quorun said meeting: a written ORDER AUTHOR INDEPENDENT AND REFUNDING PROVIDING FOR PROVIDING	n. Whereupon, among of RIZING THE ISSUAN SCHOOL DISTRICT UNG BONDS, SERIES OR THE SECURITY OR THE AWARD	
EXECUTION AN AGENT/REGISTE RELATING TO S	D DELIVERY OF A P RAR AGREEMENT A UCH BONDS; APPRO TEMENT; AND EN	RAMETERS; AUTHORIZING THE URCHASE CONTRACT, A PAYING AND AN ESCROW AGREEMENT OVING THE PREPARATION OF AN NACTING OTHER PROVISIONS
	der be adopted; and, afte	Board and read in full. It was then duly moved or due discussion, said motion, carrying with it the following vote:
Member(s) shown present voted "A	Aye."

#4856201.3

Member(s) shown present voted "No."

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 14th day of April, 2015.

Secretary, Board of Trustees Lamar Consolidated Independent School District

[SEAL]

CONSIDER APPROVAL OF RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES

RECOMMENDATION:

That the Board of Trustees consider approval of the attached Resolution Expressing Intent to Finance Expenditures in an amount not to exceed \$1,000,000.

IMPACT/RATIONALE:

The District is considering financing the construction and equipment of school buildings through the issuance of tax-exempt bonds. The Internal Revenue Code will allow the District to reimburse itself from the proceeds of the bonds for project expenditures made prior to the issuance of the bonds if the District adopts a formal expression of its intent to make such reimbursements. By adopting the proposed Resolution Expressing the Intent to Finance Expenditures, the District will preserve the ability to reimburse itself for eligible project expenditures incurred from a date 60 days prior to the date of this resolution through the issuance of the bonds. The District currently expects to pay costs related to the acquisition and installation of security equipment, technology and related infrastructure prior to the issuance of the tax-exempt bonds.

PROGRAM DESCRIPTION:

Commitments are being made by the District to begin projects authorized by voters in an election held in November 2014. In particular, cameras and software are being upgraded to enhance the security of our campuses. The Board of Trustees previously approved the purchase of a Video Management System, security cameras, servers, storage, and installation/configuration services. This project is currently underway.

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

Recommended for approval:

Thomas Randle

REIMBURSEMENT RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, Lamar Consolidated Independent School District (the "District") is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the District will make, or has made not more than 60 days prior to the date hereof, payments with respect to the projects listed on **Exhibit A** attached hereto (collectively, the "Financed Project"); and

WHEREAS, the District has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Project; and

WHEREAS, the District desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the District reasonably expects to issue obligations to reimburse itself for the costs associated with the Financed Project;

NOW, THEREFORE, be it resolved that:

<u>Section 1</u>. The District reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof.

<u>Section 2</u>. The District reasonably expects that the maximum principal amount of obligations issued to reimburse the District for the costs associated with the Financed Project will be \$1,000,000.

ADOPTED THIS DAY OF	, 2015.
	LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
	D _{vv}
	By: President, Board of Trustees

EXHIBIT A

DESCRIPTION OF PROJECT

Purpose/Project

Amount

The construction and equipment of school buildings in the District, including particularly the acquisition and installation of security equipment, technology and related infrastructure.

\$1,000,000

CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS ALLOTMENT AND TEKS CERTIFICATION

RECOMMENDATION:

That the Board of Trustees consider approval of the Instructional Materials Allotment and TEKS Certification for the 2015-2016 school year.

IMPACT / RATIONALE:

The 2015-2016 Instructional Materials Allotment and TEKS Certification verify that Lamar CISD has instructional materials covering all elements of the Essential Knowledge and Skills of the required curriculum for each grade level, except for physical education, as required in the Texas Education Code, Section 28.002.

Submitted by: Valerie Vogt, Academic Administrator

Jill Ludwig, CPA, RTSBA, Chief Financial Officer Michele Leach, Purchasing/Materials Manager

Recommended for approval:

Thomas Randle

Instructional Materials Allotment and TEKS Certification, 2015-2016

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That this district's instructional materials allotment (IMA) is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) That for the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- That, upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's IMA (TEC §31.101).

Certified ☑	Grade Level Kindergarten		Certified ☑	Subject Area CAREER & TECHNICAL EDUCATION (CTE)
	Grade 1		$\overline{\checkmark}$	ENGLISH LANGUAGE ARTS AND READING
	Grade 2		$\overline{\mathbf{V}}$	ENGLISH LANGUAGE PROFICIENCY STANDARDS
$\overline{\checkmark}$	Grade 3		$\overline{\checkmark}$	FINE ARTS
$\overline{\checkmark}$	Grade 4		$\overline{\checkmark}$	HEALTH
	Grade 5			LANGUAGES OTHER THAN ENGLISH
$\overline{\checkmark}$	Grade 6		\checkmark	MATHEMATICS
$\overline{\checkmark}$	Grade 7		$\overline{\checkmark}$	SCIENCE
$\overline{\checkmark}$	Grade 8		$\overline{\checkmark}$	SOCIAL STUDIES
	Grade 9			TECHNOLOGY APPLICATIONS
	Grade 10			
	Grade 11			
	Grade 12			
Signature of Superintendent	t		Signatures of Boar Governing Board C	d President and Secretary or Officers
Signature		-	Board President	
			Board Secretary	

Scan the signed certification document and email it to instructional.materials@tea.texas.gov with the following subject line: [your district] certification (ex: Hometown certification)

Mail to:
Texas Education Agency
Instructional Materials and Educational Technology
1701 North Congress Avenue
Austin, TX 78701

OR Fax to: (512) 475-3612

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:

Adolphus PTO donated \$3,055 to include timber boards to the playground at Adolphus Elementary School.

Westheimer Lakes Property Owner's Association donated \$2,500 to the Robotics Club at Foster High School.

Frost PTO donated \$3,028 to help with extra cost for installing new marquee at Frost Elementary School.

HEB Grocery Company donated \$2,500 to Taylor Ray Elementary School for the recognition of Ben Perez as a finalist in the HEB Excellence in Education program.

Recommended for approval:

Thomas Randle

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING PUBLIC SCHOOL PARAPROFESSIONALS' DAY

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 13, 2015 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

HB 108 by Representative Kino Flores designated the second Wednesday in May as Paraprofessional Day to recognize teacher aides and other assistants for their contribution to schools. Therefore, May 13, 2015 is proclaimed across Texas as Public School Paraprofessionals' Day.

Public School Paraprofessionals are valuable members of educational teams, contributing in many ways beyond their most recognizable functions. Their assistance is vital in classrooms, gymnasiums, libraries, with special education students and more.

Public School Paraprofessionals also assist school personnel as trusted communicators with parents and community members. Their connection to the community aids in communication and fosters positive public relations.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

Resolution

WHEREAS, **public school paraprofessionals** are valuable members of educational teams in classrooms, gymnasiums, libraries, with special education students and more; and

WHEREAS, public school paraprofessionals contribute in many ways beyond their most recognizable functions; and

WHEREAS, the assistance of **public school paraprofessionals** is particularly important in the daily activities and operations of a school district; and

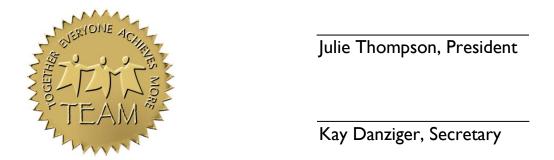
WHEREAS, **public school paraprofessionals** serve our educational community by providing support for students and staff; and

WHEREAS, public school paraprofessionals assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, the connection of **public school paraprofessionals** to the community aids in communication and positive public relations within the community,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares May 13, 2015 as **Public School Paraprofessionals' Day** and encourages members of the Lamar Consolidated Independent School District Staff and community to express appreciation to our public school paraprofessionals.

Adopted this 14th day of April 2015.



CONSIDER APPROVAL OF RESOLUTION PROCLAIMING SCHOOL NURSES' WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 4 - 8, 2015 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Professional nurses are valuable members of educational teams in Lamar CISD schools. Nurses contribute to the health of students in many ways beyond their most recognizable function as registered health care providers. School nurses also serve as advocates for students by lending a perspective regarding individual health needs and their assistance is particularly important in cases where students' illnesses hinder their ability to learn.

School nurses assist school personnel as trusted communicators with parents regarding sensitive health topics. Their connection to the health-care system adds credibility in addressing topics such a prevention of drug use, child abuse, suicide, school-age pregnancy, and sexually transmitted diseases.

School nurses also serve as health educators, providing counseling and support for students and teachers. They are important resource persons in processes of curriculum development, textbook selection and review of instructional materials, in which accuracy of information is highly important.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:

Thomas Randle

Resolution

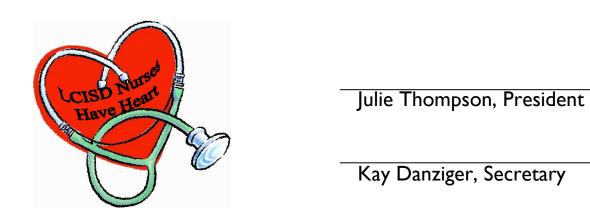
WHEREAS, **school nurses** play a critical role in the educational process through involvement in the prevention of illness and the early detection and correction of health problems; and

WHEREAS, **school nurses** must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

WHEREAS, **school nurses** serve the multiple roles of health educator and health counselor to children and families, resource person to classroom teachers and administrators, child advocate in times of crisis and liaison among home, school and community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of May 4 – 8, 2015 as **School Nurses' Week**, and encourages all members of Lamar Consolidated Independent School District staff and community to express appreciation to our school nurses.

Adopted this 14th day of April 2015.



9.B.#7c. – PLANNING BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING TEACHER APPRECIATION WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 4 - 8, 2015 as Teacher Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

May 4 - 8, 2015 is proclaimed as the National Teacher Appreciation Week. This special designation serves as a reminder to the public and recognizes the importance of a teacher's ability to mold our future citizens through their guidance and education.

Today's teachers encounter students of widely differing backgrounds and abilities and use many different teaching strategies to meet the needs of each student. Our society expects public education to provide quality education services to all children, regardless of their background or ability.

Our country's future depends, in large measure, on the education our youth receive today. Teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:

Thomas Randle

Resolution

WHEREAS, today's teachers mold our future citizens through their guidance and education, and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities, and

WHEREAS, our society expects public education to provide quality education services to all children, no matter what their background or ability, and

WHEREAS, our country's future depends, in large measure, on the education our youth receive today, and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students, and performing community service, and

WHEREAS, our community recognizes that its teachers are providing quality educational services to our children,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 4 - 8, 2015** as **Teacher Appreciation Week** in the Lamar Consolidated Independent School District and calls on the community to join with the Board of Trustees in personally expressing appreciation to our teachers for a job well done.

Julie Thompson, President
Kay Danziger, Secretary

CONSIDER APPROVAL OF BOARD POLICIES

RECOMMENDATION:

That the Board of Trustees approve second reading of the following policies:

- DEA (LOCAL) Compensation and Benefits: Wage and Hour Laws
- DIA (LOCAL) Employee Welfare: Freedom from Discrimination, Harassment, and Retaliation
- EIC (LOCAL) Academic Achievement: Class Ranking
- FB (LOCAL) Equal Educational Opportunity
- FFH (LOCAL) Student Welfare: Freedom from Discrimination, Harassment, and Retaliation
- GKA (LOCAL) Community Relations: Conduct on School Premises
- Localized Policy Manual Update 100
- Localized Policy Manual Update 101

PROGRAM DESCRIPTION:

A primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and District guidelines.

Recommended for approval:

Thomas Randle

REVISED

ACADEMIC ACHIEVEMENT CLASS RANKING

EIC (LOCAL)

CALCULATION

The District shall include in the calculation of class rank all grades earned in all high school credit courses taken in grades 6–12 (beginning with the grade 6 class of 2012–13), including grades earned in summer school, in night school, through distance learning, or by credit by examination. No credit or grade shall be awarded for driver education. Courses taken on a grade point average (GPA)-exempt basis shall be excluded from the calculation of class rank and GPA.

A student who received credit for a high school-level course while in grade 6, 7, or 8 may <u>not</u> retake the same course when he or she is enrolled in high school. If a student elects to retake the high school-level course while enrolled in high school, the semester grade the student earns upon retaking the course in high school shall be used in computing the student's rank in class.

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

BEGINNING WITH STUDENTS WHO ENTERED GRADE 9 IN THE 2014-15 2012-13 SCHOOL YEAR The following provisions shall apply to students who entered grade 9 in the 2014–15 2012-13 school year and thereafter.

GPA-exempt courses shall not be included when calculating a student's GPA. GPA-exempt courses are specified third and fourth year elective courses that encourage special skills and interests. Juniors and seniors shall be eligible to take specified courses on a GPA-exempt basis according to established guidelines set forth in administrative regulations. The specific courses shall be listed annually in the course selection guide and the GPA-exempt brochure.

WEIGHTED NUMERICAL GRADE AVERAGE The District shall assign weights to semester grades and shall calculate a weighted numerical grade average in accordance with the following scale:

Category	Weight
Advanced Placement (AP)	multiplied by 1.2* 1.3
Pre-AP	multiplied by 1.11.2
Dual Select ATC/Select Tech Prep	multiplied by 1.1 1.2
Advanced Academic	multiplied by 1.01.1
Leveled Academic	multiplied by 0.601.0

* Effective beginning with grade 9 in 2009-10.

DATE ISSUED: 8/12/2014

LDU 2014.02 EIC(LOCAL)-X

ACADEMIC ACHIEVEMENT CLASS RANKING

EIC (LOCAL)

CONVERSION OF NON-NUMERICAL GRADES

For the purpose of class rank, students who enter high school with only letter grades on their transcripts shall have their letter grades converted to the following numerical system:

A = 95

B = 85

C = 77

D = 72

F = 65

TRANSFERRED GRADES

When a student transfers grades for properly documented courses, the District shall assign weight to those grades based on the categories and grade weight system used by the District. For a course to receive weighted factors for the purpose of class rank other than Advanced Academic level, the transferred course must be clearly designated as an advanced course on the student's transcript.

LOCAL GRADUATION HONORS

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

For the purpose of applications to institutions of higher education, the District shall also calculate class ranking as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class ranking for the purpose of automatic admission under state law. [See EIC(LEGAL)]

VALEDICTORIAN AND SALUTATORIAN

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

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

EARLY GRADUATES

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

DATE ISSUED: 8/12/2014

LDU 2014.02 EIC(LOCAL)-X 2 of 3

ACADEMIC ACHIEVEMENT CLASS RANKING

EIC (LOCAL)

BEGINNING WITH STUDENTS WHO ENTERED GRADE 9 IN THE 2014–15 SCHOOL YEAR

AND SALUTATORIAN

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

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

EARLY GRADUATES

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

BREAKING TIES

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

HONOR GRADUATES

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

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

FOREIGN EXCHANGE STUDENTS

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

DATE ISSUED: 8/12/2014 I DU 2014 02

LDU 2014.02 EIC(LOCAL)-X ADOPTED:

CONSIDER APPROVAL OF INTERDISTRICT STUDENT TRANSFERS FOR 2015 - 2016 SCHOOL YEAR

RECOMMENDATION:

That the Board of Trustees approve the listed interdistrict student transfer requests for the 2015 - 2016 school year.

IMPACT/RATIONALE:

The Texas Education Agency has, since 1971, been operating under a statewide school desegregation order commonly known as Civil Action 5281. TEA must review all student transfers and notify the sending and receiving districts when the transfers do not comply with Civil Action 5281. TEA is generally prohibited from permitting student transfers between school districts when the cumulative effect in either the sending or receiving school or school district will impede or reduce desegregation, or reinforce or renew racially discriminatory practices.

District employees that live outside the district may transfer their children to Lamar CISD schools. Employees may also send their child to any school in the district if space is available.

Recommended for approval:

Thomas Randle

Listed below are transfer requests for children of employees of this district for the 2015-2016 school year:

Abboud, Marc Allison, Dylan Allison, Dylan Allison, Dylan Needville ISD 11 Terry Allison, Dylan Allison Barrera, MarTavia Barrera, MarTavia Bentez, MarTavia Benitez, Tatiana Katy ISD 3 Hubenak Benitez, Tatiana Katy ISD 3 Hubenak Benitez, Tatiana Katy ISD 3 Hubenak Benitez, Tatiana Katy ISD 3 Huggins Brewer, Haylee Katy ISD 3 Huggins Brewer, Haylee Katy ISD 3 Huggins Brewer, Haylee Katy ISD 1 Huggins Brewer, Haylee Katy ISD 1 Huggins Brooks, Libberty Wharton ISD 1 Austin Brown, Christopher Fort Bend ISD 1 Huggins Brown, Christopher Fort Bend ISD 4 Ray Brown, Pamela Fay Needville ISD 5 Thomas Brown, Rebecca Sue Needville ISD 5 Thomas Brown, Sarah Fort Bend ISD 7 Briscoe Jr. Broxson, Cambry Fort Bend ISD 1 Brown, Sarah Fort Bend ISD 1 Bro	Name of Student	District Transferred From	<u>Grade</u>	Campus Assigned
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Conzoloz Grogory	Katy ISD	8	Pooding Ir
Gonzalez, Gregory	Katy ISD Fort Bend ISD	12	Reading Jr.
Gonzales, Leann Guess, Frederick	Houston ISD	9	Lamar Lamar
•	Fort Bend ISD	9	
Hale, Walker Hamilton, Ellis	Fort Bend ISD	4	George Ranch McNeill
Hanks, Kade	Fort Bend ISD	9	
·		4	George Ranch Frost
Hanks, Konnor	Fort Bend ISD	9	
Harborth, Aschlen	Katy ISD	4	George Ranch
Harborth, Ty	Katy ISD	11	Velasquez
Harris, Triassa	Royal ISD		Lamar
Hasenpflug, Matthew	Wharton ISD	10	George Ranch
Hasenpflug, Michael	Wharton ISD	9 8	George Ranch
Hasenpflug, Mitchell	Wharton ISD	9	Reading Jr. Foster
Haugvoll, Tate	Katy ISD	1	
Henry, Raelee	Katy ISD Fort Bend ISD	7	Thomas Briscoe Jr.
Herring, Janie Hester, Damian	Fort Bend ISD	, K	
•			Ray
Hester, Gary	Fort Bend ISD Fort Bend ISD	5 5	Ray Hubenak
Hodum, Kandace	Bellville ISD	10	
Holts, Tohnnia	Bellville ISD	12	Foster
Holts, Tyrah		2	Foster
Howard, Fisher	Fort Bend ISD Fort Bend ISD	3	Adolphus
Jackson, Maycee	Needville ISD	1	Adolphus Arredondo
Johnson, Van	Needville ISD	6	
Johnson, Xander	Needville ISD	9	Polly Ryon
Johnson, Zakrey		11	George Ranch
Jordan, Vivien	Katy ISD		George Ranch Wertheimer
Joseph, Julian	Royal ISD	6 3	Austin
Kean, Caleb	Fort Bend ISD Fort Bend ISD	K	Austin
Kean, Lyla Keene, Michael		6	Wertheimer
Keene, Patrick	Katy ISD Katy ISD	9	Foster
Kennett, Carmen A.	Fort Bend ISD	9 7	Reading Jr.
Kennett, Gerardo J.	Fort Bend ISD	5	Campbell
Kerley, Evelyn	Katy ISD	1	Frost
Kerley, Logan	Katy ISD	4	Frost
Keney, Logan Kobza, Dalton	Fort Bend ISD	6	Polly Ryon
Kobza, Taylor	Fort Bend ISD	9	George Ranch
Koerth, Austin	Fort Bend ISD	10	George Ranch
Koerth, Christie	Fort Bend ISD	6	Polly Ryon
Koerth, Katie	Fort Bend ISD	11	George Ranch
Kucera, Millinda	Sweeny ISD	9	Foster
Lebron, Sean	Fort Bend ISD	7	Lamar Jr.
Leaks, Darren	Bellville ISD	4	Taylor Ray
Leaks, Malcolm	Bellville IOSD	5	Taylor Ray
Lionberger, Rhylee M.	Fort Bend ISD	12	Foster
Long, Alice	Katy ISD	1	Hubenak
Long, Christie	Katy ISD	ĸ	Hubenak
Love, Carter	Fort Bend ISD	4	Dickinson
Love, Kaylee	Fort Bend ISD	1	Dickinson
Luna, Annaliese	Needville ISD	3	Thomas
Luna, Benjamin	Needville ISD	Pegasus	Williams
Matthew, Mitali	Fort Bend ISD	2	Williams
McCardle, Larkin	Fort Bend ISD	5	Velasquez
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McCardle, Michayla	Fort Bend ISD	2	Velasquez
McCune, Jacob	Fort Bend ISD	9	Foster
McCune, Jaxon	Fort Bend ISD	8	Briscoe Jr.
McDonald, Savannah	Wharton ISD	6	Wertheimer
Melnar, Trinity	Brazos ISD	2	Thomas
Mendoza, Davyd	Needville ISD	8	Lamar Jr.
Merrick, Keith Jr.	Fort Bend ISD	2	Frost
Merrick, Parker Rose	Fort Bend ISD	K	Frost
Mikeska, Bailey	Brazos ISD	2	Frost
Montes, Karen	Needville ISD	6	Wertheimer
	Needville ISD	1	
Montes, Mylo			Taylor Ray
Morales, Cade	Fort Bend ISD	K	Frost
Morales, Miryn	Fort Bend ISD	1	Frost
Moseley, Brittany	Fort Bend ISD	9	Foster
Myers, Skyler Allen	Fort Bend ISD	5	Austin
Newman, Brian	Alief ISD	6	Wessendorff
Newman, Carey	Alief ISD	4	Smith
Newman, Christa	Alief ISD	11	Lamar
,	Alief ISD	8	
Newman, Christian			Lamar Jr.
Newman, Jaden	Alief ISD	10	Lamar
Newman, Paul	Alief ISD	5	Hutchison
Nguyen, Matthew	Fort Bend ISD	6	Wertheimer
Nguyen, Nathan	Fort Bend ISD	3	McNeill
Oliver, John	Fort Bend ISD	10	Foster
Oliver, Lauren	Fort Bend ISD	12	Foster
Parnell, Xavier	Fort Bend ISD	12	George Ranch
•	Fort Bend ISD	K	McNeill
Perry, Jaeyden			
Perry, Xzavier	Fort Bend ISD	3	McNeill
Phillips, Sean B.	Needville ISD	9	George Ranch
Pineda, Jacqueline	Needville ISD	10	Lamar
Poland, Kennedy	Katy ISD	2	Jane Long
Poland, McKinlea	Katy ISD	4	Jane Long
Prince, Brooklyn	Katy ISD	K	Jane Long
Prince, Connor	Katy ISD	2	Austin
Prince, Lauren Ashley	Katy ISD	4	Austin
Ramos, Gabriel	Fort Bend ISD	6	Wertheimer
Ramos, Vanessa	Fort Bend ISD	2	Huggins
Ramsey, Danielle	Fort Bend ISD	6	Navarro
Rice, William	Fort Bend ISD	7	Reading Jr.
Robidoux, Haydn	Alief ISD	7	Reading Jr.
Roden, Samantha	Sweeny ISD	K	Huggins
Roden, Wyatt	Sweeny ISD	2	Huggins
Santana, James	Fort Bend ISD	3	Austin
Self, Eric	Fort Bend ISD	8	Briscoe Jr.
•		11	
Self, Holly	Fort Bend ISD		Foster
Self, Natalie	Fort Bend ISD	11	Foster
Serna, Edward A.	Needville ISD	11	Terry
Shepard, Joshua	Katy ISD	1	Hubenak
Smyers, Georgia	Katy ISD	2	Adolphus
Solomon, Caylee	Fort Bend ISD	K	Hubenak
Sonnier, Madison	Fort Bend ISD	9	Foster
Spears, Aubrielle	Katy ISD	6	Polly Ryon
Startz, Gavin	Fort Bend ISD	1	Adolphus
		2	•
Startz, Keegan	Fort Bend ISD	Z	Adolphus

Startz, Logan	Fort Bend ISD	1	Adolphus
Stubbs, Jackson	Fort Bend ISD	3	Williams
Todd, Peyton	Fort Bend ISD	1	Huggins
Todd, Riley	Fort Bend ISD	Pegasus	Hubenak
Torres, Rebecca	Needville ISD	9	George Ranch
Tucker, Calvanique	Royal ISD	9	Lamar
Tucker, Keanita	Royal ISD	11	Lamar
Tullos, Tanner	Fort Bend ISD	8	Reading Jr.
Vance, Blake	Katy ISD	10	Foster
Vignes, Amanda	Wharton ISD	12	Lamar
Vogler, Eric	Needville ISD	12	George Ranch
Waddill, Blake	Fort Bend ISD	3	Huggins
Waddill, Braden	Fort Bend ISD	5	Huggins
Waddill, Briley	Fort Bend ISD	7	Briscoe Jr.
Walker, Kingston	Katy ISD	2	McNeill
Wandling, Ashley	Fort Bend ISD	7	Reading Jr.
Waumsley, Claire	Fort Bend ISD	11	George Ranch
Williams, Brennen	Fort Bend ISD	4	Hutchison
Williams, Bryce	Fort Bend ISD	4	Hutchison
Williams, Chelsea	Houston ISD	6	Polly Ryon
Williams, Kirby L.	Fort Bend ISD	7	Lamar Jr.
Wood, Blake	Fort Bend ISD	12	George Ranch
Wright, Jenna	Sealy ISD	9	Foster

9.B.#10. - PLANNING BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF ASBESTOS ABATEMENT MONITORING SERVICES FOR THE SEGUIN EARLY CHILDHOOD CENTER RENOVATION PROJECT

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) to provide asbestos monitoring services for the Seguin Early Childhood Center asbestos abatement project in the amount of \$7,320.

IMPACT/RATIONALE:

The 2011 Bond Referendum included the renovations to the Seguin Early Childhood Center. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspector time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval ESI will provide asbestos monitoring services for the Seguin Early Childhood Center asbestos abatement project.

Submitted by: Kevin McKeever, Administrator for Operations

Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle



April 8, 2015

Sent via e-mail: sroberts@gilbaneco.com

Ms. Stefanie Roberts Gilbane Building Co. 1002 ½ East Stadium Dr. Rosenberg, Texas 77471

Re: Proposal for Asbestos Abatement Consulting

Seguin Early Childhood Center 605 Mabel St, Richmond, Texas ESI Proposal No.: 15032528 Rev.

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Seguin Early Childhood Center located at 605 Mabel St in Richmond, Texas. ESI will provide the necessary professional services to assist Gilbane Building Co. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 4,000 linear feet of window glazing, and 1,175 linear feet of window frame caulk from Seguin Early Childhood Center to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on six to ten days for an estimated cost of \$4,510 to \$7,320. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to prepare abatement scope of work procedures, perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Abatement Scope of Work Procedures: ESI will prepare and provide Abatement Scope of Work Procedures which will include the scope of Work, any scheduling requirements, submittal requirements, work area preparation procedures, minimum removal requirements, minimum worker protection requirements, final work area clean-up and decontamination, air monitoring to be performed during the project, clearance levels of work area, and asbestos disposal requirements.



Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of six to ten days for an estimated cost of \$4,510 to \$7,320. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Abatement Scope of Work Procedures

Estimate	to	\$ 500
Project Management Labor		
Project Manager, 2-4 hours @ \$80/hr\$ 160	to	\$ 320
On-Site Project Manager, 6-10 days @ \$600/day (1)	to	6,000
Final Report		
Estimate	to	\$ 500
Other Direct Costs		
Miscellaneous expenses (mileage, etc.) <u>\$ 30</u>	to	\$ 60
Total Estimated Cost	to	<u>\$ 7,320</u>

⁽¹⁾ Project Monitor cost includes: pumps, microscope, and supply expenses.



Ms. Stefanie Roberts, Gilbane Building Co. Seguin Early Childhood Center 605 Mabel St, Richmond, Texas Page 3 of 4

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, it's subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.



Ms. Stefanie Roberts, Gilbane Building Co. Seguin Early Childhood Center 605 Mabel St, Richmond, Texas Page 4 of 4

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Gilbane Building Co. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,

Environmental Solutions, Inc.

Christopher M. Cox Project Manager

CMC (15032528 proR)

ACCEPTED:

GILBANE	BUILDING	CO.

By:

Title:

Date:

9.B.#11. - PLANNING BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF ASBESTOS ABATEMENT MONITORING SERVICES FOR THE MEYER ELEMENTARY RENOVATION PROJECT

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) to provide asbestos monitoring services for the Meyer Elementary asbestos abatement project in the amount of \$3,020.

IMPACT/RATIONALE:

The 2011 Bond Referendum included the renovations to Meyer Elementary. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspector time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during, and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval ESI will provide asbestos monitoring services for the Meyer Elementary asbestos abatement project.

Submitted by: Kevin McKeever, Administrator for Operations

Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle



March 25, 2015

Sent via e-mail: sroberts@gilbaneco.com

Ms. Stefanie Roberts Gilbane Building Co. 1002 ½ East Stadium Dr. Rosenberg, Texas 77471

Re: Proposal for Asbestos Abatement Consulting
Meyer Elementary School
1930 J. Meyer Rd., Richmond, Texas
ESI Proposal No. 15032529

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Meyer Elementary School located at 1930 J. Meyer Rd. in Richmond, Texas. ESI will provide the necessary professional services to assist Gilbane Building Co. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 100 square feet of boiler insulation from Meyer Elementary School to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on two to three days for an estimated cost of \$1,990 to \$3,020. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to prepare abatement scope of work procedures, perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Abatement Scope of Work Procedures: ESI will prepare and provide Abatement Scope of Work Procedures which will include the scope of Work, any scheduling requirements, submittal requirements, work area preparation procedures, minimum removal requirements, minimum worker protection requirements, final work area clean-up and decontamination, air monitoring to be performed during the project, clearance levels of work area, and asbestos disposal requirements.



Ms. Stefanie Roberts, Gilbane Building Co.

Meyer Elementary School

1930 J. Meyer Rd., Richmond, Texas

Page 2 of 4

Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of two to three days for an estimated cost of \$1,990 to \$3,020. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Abatement Scope of Work Procedures

Abatement ocope of Work i rocedures			
Estimate	\$ 300	to	\$ 500
Project Management Labor			
Project Manager, 2 hours @ \$80/hr	. \$ 160	to	\$ 160
On-Site Project Manager, 2-3 days @ \$600/day (1)	. 1,200	to	1,800
Final Report			
Estimate	\$ 300	to	\$ 500
Other Direct Costs			
Miscellaneous expenses (mileage, etc.)	\$ 30	to	\$ 60
Total Estimated Cost	1 000	to	¢ 3 020

⁽¹⁾ Project Monitor cost includes: pumps, microscope, and supply expenses.



Ms. Stefanie Roberts, Gilbane Building Co.

Meyer Elementary School

1930 J. Meyer Rd., Richmond, Texas

Page 3 of 4

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, it's subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.



Ms. Stefanie Roberts, Gilbane Building Co.

Meyer Elementary School

1930 J. Meyer Rd., Richmond, Texas

Page 4 of 4

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Gilbane Building Co. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,

103

Environmental Solutions, Inc.

Christopher M. Cox Project Manager

CMC (15032529 pro)

ACCEPTED:

Date:

GILBANE BUILDING CO.

By: ______Title:

9.C.#1. – TECHNOLOGY BOARD REPORT APRIL 14, 2015

CONSIDER APPROVAL OF NETWORK EQUIPMENT AND INSTALLATION SERVICES

RECOMMENDATION:

That the Board of Trustees approve the purchase of Uninterruptable Power Supplies (UPS) and installation services in the amount of \$152,905.63 from Micro Integration.

IMPACT/RATIONALE:

The District has several UPS that are failing. As a result, each time there is an electrical power event at a campus or other building, the network equipment may abruptly shut down. When this happens, a technician must visit the site to properly restart all the affected equipment. Not only does this disable the building's network but it costs the District money in wear and damage to equipment as well as staff time.

PROGRAM DESCRIPTION:

The primary goal for the Request for Bids was the selection of a vendor to provide equipment according to District specifications as part of the federal E-Rate process. The Technology Department worked with the Purchasing Department and Region 12 ESC, our E-Rate service provider, on specifications, evaluation, and award recommendation. The recommended award was based on the vendor's ability to provide equipment meeting the District's specification, price, and other reputation and quality criteria as scored on the rubric. Of the three vendors that submitted bids, Micro Integration scored the highest. Purchasing compliance is established through the E-Rate bid process. Installation services were not required or part of the bid criteria but were included on Micro Integration's bid. This project will be paid for from 2011 bond funds dedicated to network infrastructure upgrades.

Submitted by: David Jacobson, Chief Technology Information Officer

Jill Ludwig, CPA, RTSBA, Chief Financial Officer Michele Leach, Purchasing/Materials Manager

Recommended for approval:

Thomas Randle



presented by:
Micro Integration
10801 Hammerly

David A Patterson Tel: 713-785-4596 Fax: 713-785-2276

Suite 246

Houston, Texas 77043

SPIN # 143008053 February 21, 2015

Lamar CISD E-Rate 2015

UPS's 1000 VA

Manf.	Model	Description	List	Cost	Qty	Ext. Cost
TrippLite	SMART1000RM1U	1000 VA rack mount UPS	817.20	465.80	37	\$17,234.75
TrippLite	SNMPWEBCARD	Network Management Card	350.00	199.50	37	\$7,381.50

UPS's 2000 VA

Manf.	Model	Description	List	Cost	Qty	Ext. Cost
TrippLite	SMART2200RM2U	2200 VA rack mount UPS	1409.40	803.36	95	\$76,319.01

UPS's 3000 VA

Manf.	Model	Description	List	Cost	Qty	Ext. Cost
TrippLite	SMART3000RM2U	3000 VA rack mount UPS	1632.60	930.58	35	\$32,570.37

UPS Total \$133,505.63

Optional

Installation of the UPS's

UPS's	1000 VA		75.00	37	\$2,775.00
UPS's	2000 VA		75.00	95	\$7,125.00
UPS's	3000 VA		100.00	95	\$9,500.00

Installation Total

\$19,400.00

Project Total

\$152,905.63

200

Bid Evaluation Template

Service description: Data Protection / UPS / Firewall Funding Year: 2015

Proposal Deadline:

2/27/2015

School Name: Lamar CISD

Winning Bidder:

		Austin Ribbon and		Advanced Networks of	
Francis (A)	Total Pts.			Texas	
Factor(s) SPIN >	iotai Pts.	Computer 143035949	Micro Integration 143008053	143036711	
SPIN >		143035949	143008053	143036/11	
Date bid was received >		2/27/2015	2/21/2015	2/27/2015	
Purchase price- Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20	17	18	20	
Reputation of the vendor and the vendor's good/services- Proposer should have a solid reputation with other ISDs, Government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	10	10	10	10	
Quality of vendor's good/services - Services will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications. Previous work with the District will also be a factor.	15	13	15	14	
Extent to which goods/services meet the district's needs- Lamar CISD will require that the selected vendor: • Offer specified services to all District locations • Respond to services with no delay or interference • Quality and Availability of personnel and services • Appropriate staffing	15	15	15	15	
Vendor's past relationship with the district- 10= Good business with no documented issue 8= Good Business with LCISD, staff recommends use again 6= Performed business with LCISD 4= Performed business but required redirecting per staff 2= Never performed work for the district 1= Record of documented past poor performance with the district	10	2	10	2	
Long-term cost to the district to acquire the vendor's goods/services • Warranty on work performed for the District • Percentage mark up on materials	15	15	15	15	
Vendor's principal place of business is in the State of Texas or					
employs 500 people in this state- either/or	5	5	5	5	
Ability to service our accounts with proper staff and insurance				-	
requirements- • Provide proof of proper insurance as defined in					
this proposal.	10	0	10	10	
Total Points	100	77	98	91	0
Total i ollits	100	"	36	91	U

Disqualified Bidders and Reason for Disqualification:			
Signature and Printed Name of person evaluating:	David Jacobson	Drilledon	
Date of evaluation:	3/5/2015	0	

Micro Integration

10.A.#1. - INSTRUCTIONAL BOARD REPORT APRIL 14, 2015

INFORMATION ITEM: 2014-2015 SUMMER SCHOOL

Each summer, Lamar CISD provides identified students with opportunities to attend a summer academic program.

Bilingual/ESL students advancing from pre-kindergarten to kindergarten and from kindergarten to first grade will be offered a program to address the affective, linguistic, and cognitive needs of English Language Learners. The instructional program will focus on language development and essential knowledge and skills appropriate to the level of the student.

Students in fifth grade who did not meet Level II standards on the Reading STAAR test will receive intensive accelerated reading instruction. These students will take the STAAR Reading assessment (third administration) as a part of Summer School.

Students in grades 2-4 based will be included on DRA level (2nd grade) and spring 2015 STAAR data (3rd-4th grade) will receive supplemental ½ day reading and ½ day math academic support.

Students in eighth grade who did not meet Level II standards on the Reading STAAR test will receive intensive accelerated reading and math instruction. These students will take the STAAR Reading assessment (third administration) as a part of Summer School.

Credit Recovery for students in grades 9-12, along with a selected number of courses offered for initial credit will be provided. Students needing to recover credits in the four core curriculum, or those who wish to work toward initial credit in Government and Economics, Health, Professional Communications, Art, and Math Models & Applications will be part of the High School Summer School.

Special Education students who meet eligibility criteria at a grade level will be included in the programs described above. Special Education students who are expected to regress over the summer months will be provided extended school year (ESY) specified on an individual basis by the ARD/IEP Committee.

Funding for Summer School will come from a variety of sources including State Compensatory Education (SCE), Local Budget, Special Education and Title I, Part A.

Resource Persons: Laura Lyons, Executive Director of Elementary Education Dr. Walter Bevers, Executive Director of Secondary Education

Lamar CISD **ELEMENTARY PK/K LEP SUMMER SCHOOL PROGRAM 2014-2015**

PURPOSE To provide supplemental academic support to Bilingual and ESL students in

grades PK and K.

LOCATION Travis Elementary

18 regular instruction days (Monday – Friday) LENGTH

First day-Monday, June 8, 2015 – Last day-Wednesday, July 1, 2015

Registration: April 13, 2015 - May 1, 2015

Student Schedule: 7:30 a.m. - 2:30 p.m. SCHEDULE

Teacher schedule: 7:15 – 2:45 will include duty as assigned by principal.

PERSONNEL Teachers will be assigned as registration indicates, at an average ratio of 18:1

students per class. Additional staff includes: administrator, parent educators, secretary, data clerk, nurse, and social worker. Prior to school, teachers will have

staff development and preparation time.

Program will consist of language development and content enrichment activities COURSE

for Bilingual and ESL Prekindergarten and Kindergarten students. Intensive literacy and vocabulary instruction will be incorporated into lessons and

experiences students will be provided each day.

PROMOTION

STANDARD Attendance at summer school does not guarantee promotion to the next grade.

TUITION

PER COURSE None.

From home bus stop to summer school and from summer school to home TRANSPORTATION

bus stop.

PROGRAM

EVALUATION Success of extended year will be assessed per guidelines to determine program

effectiveness.

STAFF Classroom Teachers 1 Nurse

> 1 Administrator Social Worker 1 Secretary Project LEARN Staff 1 Data Clerk Special Ed Staff 1 Counselor

1 Resource/CMC Teacher

FUNDING

SOURCE State Compensatory Education Funds/Local Budget, B/ESL.

Lamar CISD ELEMENTARY SUMMER SUCCESS ACADEMY 2nd-4th Grade Reading & Math 2014-2015

"A Culture of Universal Achievement"

<u>PURPOSE</u> To provide <u>supplemental</u> reading and math academic support to 300 targeted 2nd-

4th grade students (100 per grade level) from among all district elementary schools. Students will be selected based on DRA level (2nd grade) and Spring

2015 STAAR data (3rd-4th grade).

LOCATION Taylor Ray Elementary

LENGTH 15 regular instructional days (Monday – Thursday)

First day-Monday, June 8, 2015 – Last day-Wednesday, July 1, 2015

Registration: May 18 – 29th 2015

Parent Information Night- May 27th at Taylor Ray

SCHEDULE Student Schedule: 7:30 a.m. – 2:30 p.m.

Teacher schedule: 7:15 – 2:45 will include duty as assigned by principal.

PERSONNEL Teachers will be assigned to a class of 16-17 students. Additional staff includes:

administrator and two academic facilitators. Teachers and staff will have a staff

development and preparation day on Saturday, June 6th.

COURSE Program will consist of ½ day reading and ½ day math instruction

Bridge to College Themed Format

Use of Research Based Intervention Strategies

Small **Groups** within Classes- Based on Individual Student Needs

Use of Cooperative Learning Strategies

CLOSE Reading Strategies

Academic Portfolios will be sent to home campus principal

Daily Feedback will be sent home to parents

PROMOTION

STANDARD Attendance at summer school does not guarantee promotion to the next grade.

TUITION

PER COURSE None.

TRANSPORTATION From home bus stop to summer school and from summer school to home

bus stop.

PROGRAM

EVALUATION Success of summer academy will be based on pre and post-test student data,

formative and summative assessments, and end of program student, parent and

teacher survey.

STAFF 18 Classroom Teachers

1 Administrator

2 Academic Facilitators

<u>FUNDING</u>

SOURCE Federal Funding

Lamar CISD ELEMENTARY 5th Grade SSI SUMMER SCHOOL PROGRAM 2014-2015

PURPOSE To provide intensive instruction to students in 5th grade that have not passed the

second administration of the Reading STAAR test.

LOCATION Travis Elementary

LENGTH 13 regular instruction days (Monday – Friday)

First day-Monday, June 8, 2015 – Last day-Wednesday, June 24, 2015

Registration: May 15, 2015 - June 4, 2015

SCHEDULE Student Schedule: 7:30 a.m. – 2:30 p.m.

Teacher schedule: 7:15 – 2:45 will include duty as assigned by principal.

PERSONNEL Teachers will be assigned as registration indicates, at an average ratio of 18:1

students per class. Additional staff includes: administrator, secretary, data clerk, nurse, social worker. Prior to school, teachers will have staff development and

preparation time.

COURSE Students that failed the 5th Grade STAAR Reading test will be provided with

intensive instruction based on the results of their second administration in order to

prepare them for the third administration of the test on June 23.

PROMOTION

STANDARD Promotion from 5th to 6th grade will be based on state requirements to pass the

third administration of the Reading test and the Grade Placement Committee

decision from each campus as well as the campus Principal.

TUITION

PER COURSE None.

TRANSPORTATION From home campus to summer school campus and from summer school

campus to home campus.

PROGRAM

EVALUATION Success of extended year will be assessed per guidelines to determine program

effectiveness.

STAFF Classroom Teachers 1 Nurse

1 Administrator 1 Social Worker 1 Secretary 1 Data Clerk 1 Resource/CMC Teacher 1 Counselor

SpEd Staff

FUNDING

SOURCE State Compensatory Education Funds/Local Budget.



2015 STUDENT SUCCESS INITIATIVE - 8th Grade

PURPOSE To provide a quality program of intensive, accelerated instruction to

students in grade eight who did not meet the passing standard on the

first or second administration of STAAR Reading and/or Math

assessments.

LOCATION Lamar Jr. High

4814 Mustang Avenue, Rosenberg, Texas 77471

DATES & TIMES June 8 – June 24, 2015 (Monday-Friday)

Classes will be held from 8:00 a.m. to 12:30 p.m.

Lunch: 10:00 am - 10:30 am

Price of meal: \$2.10 (Reduced .40 cents or free for students who qualify for free/reduced meals).

Students without money on account will not be allowed to charge meals.

REGISTRATION May 18 – June 4, 2015

Student will be pre-registered by counselor. Parent will receive a pre-

registration form if student is required to attend program.

TUITION

PER COURSE

In-District (LCISD): None

COURSES Eighth grade Student Success Initiative (SSI) students will receive

targeted intensive instruction in reading and math.

TRANSPORTATION Transportation will be provided from designated locations within the

school district's boundaries.

PROGRAM

EVALUATION

Student progress will be measured as indicated on the STAAR Reading assessment, per State Compensatory Education (SCE) guidelines, to

determine effectiveness. Promotion/retention will be determined by the

home-campus administrator.

PERSONNEL Teachers will be assigned as registration needs indicate. Additional

days may be added to individual's work assignments as needed to

provide a quality program for the students of Lamar CISD.

FUNDING RESOURCE State Compensatory Education Funds//Local Budget

LAMAR CISD 2015 HIGH SCHOOL SUMMER SCHOOL PROGRAM

June 9, 2015 – July 3, 2015 (Monday-Friday)

Location: Lamar Consolidated High School, 4606 Mustang Avenue, Rosenberg, Texas 77471

REGISTRATION	SCHEDULE
Pre-Registration at Home School: May 1 – May 29 8:00 am – 12:00 pm & 1:00 pm – 3:00 pm Late Registration at Lamar Cons. High School: Friday, June 5 th : 8:00 am – 12:00 pm & 1:00 pm – 5:00 pm Saturday, June 6 th : 8:00 am – 12:00 pm No Registration accepted after NOON on June 6 – No Exceptions!	Breakfast will be available for purchase before Session A Price of meal: \$1.25 (Reduced .30 cents or free for students who qualify for free/reduced meals) Session A 8:00 am - 11:30 am Snacks will be available for purchase during a break in Session A. Lunch 11:30 am - 12:00 pm Price of meal: \$2.10 (Reduced .40 cents or free for students who qualify for free/reduced meals) Session B 12:00 pm - 3:30 pm Snacks will be available for purchase during a break in Session B. Students without money on account will not be allowed to charge meals.
TUITION	TRANSPORTATION
LCISD Student: Credit Restoration: \$250.00 per session Students who qualify for Free/Reduced lunch may qualify for fee waiver. LCISD Student: Initial Credit: \$250.00 per session	Transportation will be provided to and from school from designated locations within the school district's Boundaries. Contact your school for locations. The bus
LCISD Student: MMA & Alg. I: \$50.00 per session Non-LCISD Student: \$300.00 per session Tuition must be paid in full at time of registration. No partial payments accepted. No Refunds after 1st day of	will arrive at school at 7:30 a.m. and depart at 3:30 p.m. There is no mid-day bus transportation.
Summer School. COURSE OFF	FRINGS
COURSE OFF	LIMITOO III A LI ALA III A LI A

Below is a list of courses offered during Summer School. Courses marked with an asterisk (*) are available for initial credit as well as credit restoration. In order for a class to make, at least 18 students must enroll. Priority will be given to courses for students in grades 11 and 12.

Regular Classroom Instructional Setting Courses	Computer Lab Setting Courses
English I-III (a) & (b)	English IV (a) & (b) - Seniors only
Algebra I (a) & (b)	World Geography (a) & (b)
*Math Models (a) & (b)	World History (a) & (b)
*Government	U.S. History (a) & (b)
*Economics	Int. Phys & Chem. (a) & (b)
*Health	Biology I (a) & (b)
*Speech	Chemistry I (a) & (b)
*Art	Algebra II (a) & (b)
	Geometry (a) & (b)

Dress for the summer is the same as the regular school year; there are no exceptions. Any student who disrupts the learning environment during summer school will be dropped from the program, and all paid fees will be forfeited. Because of the short session, it is imperative that students attend every day of their session(s). Students must be present for more than 90% of the time. If your child is absent more than one day, he/she will be removed from the program without a refund of tuition, and no credit will be given.

STUDENT EVALUATION

All students will be given weekly grades according to their academic progress for each course. In addition, students must attend 90% of the session days.

PROGRAM EVALUATION

Student progress will be measured, per State Compensatory Education (SCE) guidelines, to determine effectiveness.

PERSONNEL

Teachers will be assigned as registration needs indicate. Additional days may be added to individual's work assignments as needed to provide a quality program for the students of Lamar CISD. Teachers will have an additional day for staff development, preparation, and student evaluation.

FUNDING RESOURCE

Tuition/Local Budget/State Comp. Ed., Title I, Part A

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

Exhibit "A"	gives the LCISD collections made during the month of March 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 March 31, 2015, LCISD had collected 96.8% 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

56,539.96

Totals \$

3,892,736.47 \$

229,527.99 \$

26,073.78 \$

Lamar Consolidated ISD Tax Collections March 2015

Vaan	Taxes Paid	enalty &	Collection Fees	Total	General Fund	General Fund P & I &	Debt Service Taxes Paid		Debt Service P & I &
Year 14	\$ 3,775,784.62	\$ Interest 194,225.14	\$	\$ Payments 3,976,333.25	\$ Taxes Paid 2.825.081.46	\$ Collection Fees 151.644.43	\$ 950,703.16	\$	Collection Fees 48.904.20
13	\$ 61,236.30	\$ 13,817.57	\$ -,	\$ 85,875.13	45,817.64	\$ 21,159.73	\$ 15,418.66	\$	3,479.10
12	\$ 14.600.30	\$ 5.184.61	\$ 3.970.53	\$ 23,755.44	\$ 10.924.14	\$ 7.849.67	\$ 3,676.16	\$	1,305.47
11	\$ 8,943.83	\$ 1,687.64	\$ - ,	\$ 11,218.61	\$ 6,563.19	\$ 1,825.53	\$ 2,380.64	\$	449.25
10	\$ 10,854.98	\$ 3,309.04	\$ 1,414.92	\$ 15,578.94	\$ 8,114.48	\$ 3,888.51	\$ 2,740.50	\$	835.45
09	\$ 8,242.55	\$ 1,655.60	\$ 503.56	\$ 10,401.71	\$ 6,480.94	\$ 1,806.18	\$ 1,761.61	\$	352.98
08	\$ 7,734.97	\$ 1,955.35	\$ 598.81	\$ 10.289.13	\$ 6.080.26	\$ 2,135.86	\$ 1.654.71	\$	418.30
07	\$ 592.42	\$ 375.91	\$ 191.98	\$ 1,160.31	\$ 456.56	\$ 481.68	\$ 135.86	\$	86.21
06	\$ 144.34	\$ 142.74	\$ 55.59	\$ 342.67	\$ 124.04	\$ 178.27	\$ 20.30	\$	20.06
05	\$ 134.62	\$ 115.95	\$ 25.93	\$ 276.50	\$ 118.93	\$ 128.39	\$ 15.69	\$	13.49
04	\$ 1,077.14	\$ 1,433.89	\$ 500.82	\$ 3,011.85	\$ 950.79	\$ 1,766.52	\$ 126.35	\$	168.19
03	\$ 29.30	\$ 32.82	\$ 8.29	\$ 70.41	\$ 26.42	\$ 37.87	\$ 2.88	\$	3.24
02	\$ 29.12	\$ 35.50	\$ 8.70	\$ 73.32	\$ 26.25	\$ 40.69	\$ 2.87	\$	3.51
01	\$ 689.19	\$ 967.37	\$ 191.41	\$ 1,847.97	\$ 621.07	\$ 1,063.17	\$ 68.12	\$	95.61
00	\$ 716.53	\$ 1,092.94	\$ 210.00	\$ 2,019.47	\$ 637.87	\$ 1,182.96	\$ 78.66	\$	119.98
99	\$ 587.44	\$ 967.32	\$ 183.28	\$ 1,738.04	\$ 530.82	\$ 1,057.36	\$ 56.62	\$	93.24
98	\$ 574.15	\$ 1,014.33	\$ 189.47	\$ 1,777.95	\$ 530.82	\$ 1,127.25	\$ 43.33	\$	76.55
97	\$ 574.15	\$ 1,083.23	\$ 199.80	\$ 1,857.18	\$ 530.82	\$ 1,201.28	\$ 43.33	\$	81.75
96	\$ 122.79	\$ 267.13	\$ 54.05	\$ 443.97	\$ 111.48	\$ 296.57	\$ 11.31	\$	24.61
95	\$ 67.73	\$ 163.91	\$ 34.75	\$ 266.39	\$ 64.11	\$ 189.89	\$ 3.62	\$	8.77
94				\$ -					
93				\$ -					
92				\$ -					
91				\$ =					
90				\$ -					
89 & prior				\$ -	•			Ī	•

4,148,338.24 \$

2,913,792.09 \$

199,061.81 \$

978,944.38 \$

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

	Original		Adjusted		Taxes	Penalty &	Collection	Total	Total Taxes
Year	Tax	Adjustments	Tax		Paid	Interest	Fees	Payments	3/31/2015
14	\$ 153,118,132.97	\$ 8,462,611.79	\$ 161,580,744.76	\$	156,350,991.44	\$ 331,083.14	\$ 10,630.20	\$ 156,692,704.78	\$ 5,229,753.32
13	\$ 1,255,694.38	\$ (92,726.04)	\$ 1,162,968.34	\$	534,625.13	\$ 130,755.69	\$ 126,511.58	\$ 791,892.40	\$ 628,343.21
12	\$ 562,734.52	\$ 1,778.76	\$ 564,513.28	\$	197,686.21	\$ 44,604.74	\$ 33,912.52	\$ 276,203.47	\$ 366,827.07
11	\$ 421,568.34	\$ 25,174.79	\$ 446,743.13	\$	161,562.51	\$ 32,265.84	\$ 19,031.34	\$ 212,859.69	\$ 285,180.62
10	\$ 346,021.54	\$ 27,687.34	\$ 373,708.88	\$	130,968.44	\$ 22,915.47	\$ 11,920.12	\$ 165,804.03	\$ 242,740.44
09	\$ 319,942.03	\$ (172,861.88)	\$ 147,080.15	\$	(77,262.39)	\$ 17,235.81	\$ 7,471.57	\$ (52,555.01)	\$ 224,342.54
08	\$ 229,982.26	\$ (5,841.90)	\$ 224,140.36	\$	35,510.26	\$ 12,674.76	\$ 5,389.97	\$ 53,574.99	\$ 188,630.10
07	\$ 214,577.50	\$ (870.16)	\$ 213,707.34	\$	11,080.99	\$ 8,098.79	\$ 3,285.27	\$ 22,465.05	\$ 202,626.35
06	\$ 142,253.02	\$ (647.66)	\$ 141,605.36	\$	6,136.08	\$ 5,907.52	\$ 2,272.10	\$ 14,315.70	\$ 135,469.28
05	\$ 172,988.77	\$ (768.70)	\$ 172,220.07	\$	3,180.01	\$ 3,546.85	\$ 1,271.59	\$ 7,998.45	\$ 169,040.06
04	\$ 77,378.37	\$ (1,088.48)	\$ 76,289.89	\$	4,502.81	\$ 5,785.95	\$ 2,031.26	\$ 12,320.02	\$ 71,787.08
03	\$ 54,572.27	\$ (488.75)	\$ 54,083.52	\$	2,950.16	\$ 4,150.40	\$ 1,063.73	\$ 8,164.29	\$ 51,133.36
02	\$ 38,021.35	\$ (440.32)	\$ 37,581.03	\$	2,124.67	\$ 3,191.30	\$ 779.74	\$ 6,095.71	\$ 35,456.36
01	\$ 35,216.74	\$ (439.87)	\$ 34,776.87	\$	2,696.01	\$ 4,229.85	\$ 965.52	\$ 7,891.38	\$ 32,080.86
00	\$ 29,957.67	\$ (406.51)	\$ 29,551.16	\$	2,273.07	\$ 3,807.55	\$ 839.33	\$ 6,919.95	\$ 27,278.09
99	\$ 33,243.45	\$ (402.18)	\$ 32,841.27	\$	4,083.42	\$ 7,547.94	\$ 1,668.85	\$ 13,300.21	\$ 28,757.85
98	\$ 24,584.53	\$ (258.25)	\$ 24,326.28	\$	4,222.12	\$ 8,386.42	\$ 1,842.48	\$ 14,451.02	\$ 20,104.16
97	\$ 21,326.71	\$ (100.86)	\$ 21,225.85	\$	2,385.85	\$ 4,945.06	\$ 1,050.84	\$ 8,381.75	\$ 18,840.00
96	\$ 22,076.64	\$ (210.69)	\$ 21,865.95	\$	3,954.81	\$ 8,914.82	\$ 1,918.39	\$ 14,788.02	\$ 17,911.14
95	\$ 23,131.17	\$ (422.47)	\$ 22,708.70	\$	4,115.82	\$ 9,802.38	\$ 2,087.75	\$ 16,005.95	\$ 18,592.88
94	\$ 10,752.59	\$ (363.86)	\$ 10,388.73	\$	3,569.15	\$ 8,924.90	\$ 1,874.11	\$ 14,368.16	\$ 6,819.58
93	\$ 9,937.97	\$ (129.76)	\$ 9,808.21	\$	3,196.93	\$ 8,380.33	\$ 1,736.58	\$ 13,313.84	\$ 6,611.28
92	\$ 6,062.67	\$ (49.56)	\$ 6,013.11	\$	2,151.88	\$ 5,886.39	\$ 1,205.74	\$ 9,244.01	\$ 3,861.23
91 & prior	\$ 16,774.19	\$ -	\$ 16,774.19	\$	4,574.36	\$ 13,705.30	\$ 2,724.31	\$ 21,003.97	\$ 12,199.83
Totals	\$157,186,931.65	\$8,238,734.78	\$165,425,666.43	¢	157,401,279.74	\$706,747.20	\$243,484.89	\$158,351,511.83	\$8,024,386.69
1 otais	\$157,100,931.05	Φ0,430,734.78	\$105,425,000.45	Ф	15/,401,2/9./4	\$700,747.20	\$443,484.89	\$150,551,511.85	\$0,U24,S0U.09

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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%
ост	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		97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY		98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE		98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY		99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG		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 March 31, 2015

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3/31/2015	% OF BUDGET COLLECTED
2014	2014-15	\$157,962,977	\$156,350,991	98.98%
2013 & Prior	2013-14 & Prior	\$2,150,000	\$1,050,288	48.85%
TOTAL		\$160,112,977	\$157,401,280	98.31%

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LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT TAX COLLECTION REPORT

AS OF March 31, 2015

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	156,350,991
Adj. To Roll	\$ 2,995,248	4,579,622	5,417,190		5,652,043	6,929,880	8,462,612
2 Collections	\$ 1,349,141	1,050,557	915.762		739,542	534,625	
Adj. To Roll	\$ (117,676)	53,764	(64,337)		65,612	(92,726)	
3 Collections	\$ 368,541	329,317	286,833		197,686		
Adj. To Roll	\$ 67,079	13,438	162,075		1,779		
A Callagations	477 470	400.070	404 500				
4 Collections	 177,479	199,270	161,563				
Adj. To Roll	(27,690)	148,691	25,175				
5 Collections	\$ 173,708	130,968					
Adj. To Roll	\$ 167,394	27,687					
6 Collections	\$ (77,262)						
Adj. To Roll	\$ (172,862)						
TOTAL:							
COLLECTIONS	\$ 130,146,022	\$ 133,796,131	\$ 137,481,865	\$	141,498,262	\$ 148,755,537	\$ 156,350,991
ADJUSTED TAX ROLL	\$ 130,370,365	\$ 134,038,870	\$ 137,767,045	\$	141,865,089	\$ 149,383,880	\$ 161,580,745
BALANCE TO							
BE COLLECTED	\$ 224,343	\$ 242,739	\$ 285,180	\$	366,827	\$ 628,343	\$ 5,229,753
ADJ. TAXABLE							
VALUE	\$ 10,046,650,902	\$ 9,822,935,793	\$ 9,910,941,699	\$	10,205,754,414	\$ 10,746,655,183	\$ 11,624,095,879
TOTAL % COLLECTIONS	99.8%	99.8%	99.8%		99.7%	99.6%	96.8%
	 99.8%	99.8%	99.8%	<u> </u>	99.7%	99.6%	90.8%
AS OF March 31, 2015							
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.

Automated Logic (Huggins Elementary)	Application # 1	\$ 5,300.00
Charlie Kalkomey Surveying (Elementary #24)	Application # 1	\$ 1,500.00
Drymalla Construction (Arredondo Elementary)	Application # 11	\$ 1,031,734.20
Drymalla Construction (Fulshear HS)	Application # 9	\$ 4,161,126.35
Drymalla Construction (Leaman JHS)	Application # 9	\$ 2,826,301.30
Engineered Air Balance (Arredondo Elementary)	Application # 2	\$ 5,405.00
Engineered Air Balance (Natatorium #2)	Application # 2	\$ 9,820.00
Gamma Construction (Natatorium #2)	Application # 14	\$ 183,787.00
Gilbane (2011 Bond Program)	Application # 35	\$ 260,408.00
PBK Architects (Arredondo Elementary)	Application # 5	\$ 26,551.15
PBK Architects (Fulshear HS)	Application # 5	\$ 110,078.31
PBK Architects (Leaman JHS)	Application # 4	\$ 93,652.21
PBK Architects (Natatorium #2)	Application # 22	\$ 13,733.28

Terracon (Ag Barn #2)	Application # 1	\$ 2,000.00
Terracon (Fulshear HS)	Application # 7	\$ 11,700.50
Terracon (Leaman JHS)	Application # 7	\$ 4,014.00
Terracon (Ryon Middle)	Application # 11	\$ 5,130.00
VLK Architects (Misc. Renovations 2015)	Application # 3	\$ 21,281.63
VLK Architects (Misc. Renovations 2015 – Reimbursables)	Application # 3R	\$ 7,589.18

Resource person: Kevin McKeever, Administrator for Operations

10.B.#3. – PLANNING BOARD REPORT APRIL 14, 2015

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 March, 2015:

- The Department completed 1,197 requests with 61 new requests
- 43 were closed

Maintenance:

The Maintenance Department assisted by:

- Replacing a drain on an ice machine at Williams Elementary
- Replacing a HVAC air handler unit breaker at Smith Elementary
- Delivering and installing a portable power station for an event at Hubenak Elementary
- Replacing emergency exit lights at Thomas Elementary
- Repairing a door closer at Lamar Junior High
- Adjusting the intercom system speakers at George Ranch High
- Reprogramming the bell system at Wertheimer Middle
- Replacing a fire alarm system battery at Williams Elementary
- Replacing a fire alarm system control module at Foster High
- Changing ballast and bulbs in the Library at Jane Long Elementary
- Pressure washing the front entrance and sidewalk at Williams Elementary
- Hanging a dance team picture at Lamar High
- Repairing the sign in the parking lot at George Junior High
- Repairing a keyboard tray at McNeill Elementary
- Installing a latch on a stall door in the boys restroom at Thomas Elementary
- Repairing a keyboard tray at Hubenak Elementary
- Re-installing a support bar in the boys restroom at Hubenak Elementary
- Repairing a computer tray at Hubenak Elementary
- Pressure washing outside of the cafeteria at Hubenak Elementary
- Installing new tissue dispensers in the restrooms at Hubenak Elementary
- Installing knock out panels in the breaker panel box at Powell Point
- Lowering the horseshoe table in a classroom at Hubenak Elementary
- Installing a light fixture cover in a classroom at Lamar Junior High
- Caulking the bottom of a window frame in a classroom at Lamar Junior High
- Installing a ballast in a light fixture in an office at Hutchinson Elementary
- Replacing a pencil sharpener in a classroom at Hutchinson Elementary

- Replacing piping and fittings on leaking domestic water distribution systems at the following schools:
 - Reading Junior High
 - Foster High
 - Powell Point
- Installing an electrical supply breaker, conduit, and wiring to a double steamer in the kitchen at Austin Elementary
- Replacing an electrical supply disconnect to the dish machine in the kitchen at Campbell Elementary
- Adding an electrical supply dedicated circuit in a classroom at George Junior High
- Correcting the contractor key scheduling issues at the new Natatorium
- Replacing the fire alarm system FCPS batteries at Huggins Elementary
- Removing two bad clocks from Thomas Elementary
- Repairing pole lighting at the Special Needs Center
- Repairing the door stop on the freezer door in the kitchen at Meyer Elementary
- Installing a new vent hood on the roof top over the kitchen area at Huggins Elementary
- Replacing light bulbs in the gym at Williams Elementary
- Replacing a toilet seat in the girls locker room at Lamar High
- Replacing ceiling tiles at Brazos Crossing
- Filling holes with asphalt on the road in front of Transportation
- Replacing ceiling tiles in the computer lab at Hubenak Elementary
- Installing new elevator inspection tags in all facilities
- Repairing the crawlspace door in a portable at Meyer Elementary
- Power washing portable building ramps at Thomas Elementary
- Performing light pole Inspections at Velasquez Elementary
- Installing covers on wall outlets at Thomas Elementary

Energy Management

Energy assisted by:

- Walking facilities to ensure proper shut-down
- Presenting an energy presentation staff at Dickinson Elementary
- Scanning controls of all locations to insure temperature settings are good and units are running as scheduled
- Quarterly meeting with our HVAC Service Provider
- Setting a meeting with Siemens representative to discuss upgrade of HVAC controls in the District
- Insuring controls were operational and reviewing the partial controls for LCISD Natatorium
- Overseeing a roof top unit replacement at Navarro Middle

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Mowing at the following locations:
 - Austin Elementary
 - Frost Elementary
 - Taylor Ray Elementary
 - Travis Elementary
 - Campbell Elementary
 - Dickinson Elementary
 - Seguin Early Childhood Center
 - Pink Elementary
 - McNeill Elementary
 - Meyer Elementary
 - Velasquez Elementary
 - Williams Elementary
 - Cora Thomas Elementary
 - Hutchison Elementary
 - Huggins Elementary
 - Smith Elementary
 - Alternative Learning Center
 - Jane Long Elementary
 - Special Needs Center
 - Hubenak Elementary
 - Jackson Elementary
 - Adolphus Elementary
 - Bowie Elementary
 - Beasley Elementary
 - Administration Annex
 - Brazos Crossing
- Delivering tables to the following schools:
 - George Ranch High
 - Meyer Elementary
 - Foster High
 - o Briscoe Junior High
 - Hubenak Elementary
- Trimming the Crepe Myrtle trees district wide
- Weed eating all the cracks and crevices at the elementary schools
- Trimming trees and weed eating in the courtyard at Lamar Junior High
- Moving boxes at Dickinson Elementary
- Picking up tables from Huggins Elementary and George Ranch High
- Painting at all baseball and softball fields
- Setting up for track meets at Terry High and Lamar High
- Removing wasps from the bus ramp at Austin Elementary
- Removing wasps from the kitchen entrance at Wertheimer Middle

- Providing ant treatment at the following schools:
 - George Junior High
 - Seguin Early Childhood Center
 - Thomas Elementary
 - Jane Long Elementary
 - Adolphus Elementary
- Removing bats from Jane Long Elementary
- Scheduling Gillen's pest control services throughout the District
- Applying roach control at Powell Point
- Setting up and cleaning after STAAR Tutorials at George Ranch High
- Cleaning the gym after a YMCA basketball event at Navarro Middle
- Setting up chairs for a music program at Austin Elementary
- Setting up chairs for a Father and Son event at Frost Elementary
- Setting up for the Walk for Diabetes event at Frost Elementary
- Cleaning the gym after basketball practice at Lamar Junior High
- Setting up the gym for a PTO meeting at Jackson Elementary
- Cleaning the cafeteria after a banquet at Foster High
- Cleaning the auditorium after a band concert at Foster High
- Setting up chairs for the Pre-UIL Band Festival at Lamar High
- Setting up for a kindergarten program and cleaning up after at Thomas Elementary
- Cleaning all of the doors and windows at Thomas Elementary
- High dusting in the gym at Beasley Elementary
- Extracting carpet throughout at the following schools:
 - Beasley Elementary
 - Travis Elementary
 - Williams Elementary
 - Velasquez Elementary
 - Hubenak Elementary
 - Frost Elementary
 - Hutchison Elementary
 - Pink Elementary
 - Jane Long Elementary
- Cleaning the floors in the cafeteria, teachers' lounge, and gym at Reading Junior High
- Removing marks from the restroom walls at Reading Junior High
- Cleaning the floors in the cafeteria at Velasquez Elementary
- Cleaning and disinfecting the cafeteria walls at Hubenak Elementary
- Using the micromatic on all of the hallways at Hutchinson Elementary
- High dusting in the cafeteria at Seguin Early Childhood Center

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)



Monthly Report 2011 Bond Program

10.B.#4. – PLANNING BOARD REPORT APRIL 14, 2015

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	195,237,324.00	87,699,495.44	18,562,655.25	88,975,173.31
EXISTING FACILITIES	23,739,259.00	1,670,797.75	6,416,824.66	16,161,458.41
LAND	2,913,853.00	10,600.00	1,072,934.19	1,830,318.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	341,809.42	4,181,326.57	3,227,733.73
MISCELLANEOUS	-	-	-	-
TOTAL	249,159,215.00	98,616,352.95	30,740,417.80	106,385,313.97



Current 2011 Bond Program Projects:









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

Arredondo Elementary:

- ❖ The lack of permanent power has adversely affected the progress of the installation of room finishes. Drymalla is currently evaluating this situation and is assessing whether or not this has affected the project's overall schedule.
- Approximately 90% of the site paving for parking and driveways is in place.
- Concrete walks that are west of the main entry are in place. Additional walks at the building's perimeter were poured on April 7.
- ***** Exterior window installation is complete.
- * Exterior brick installation is complete except for the main entry tower and main entry canopy columns.
- The large louvers in the service yard screen wall are installed.
- ❖ Aluminum and glass storefront windows and doors have been installed at the single door entries.
- ***** Exterior hollow metal doors are being installed.
- ❖ Ceiling grid is being installed at the Cafeteria/Gymnasium areas.
- ❖ Interior concrete block masonry installation is complete.
- ❖ Lay in light fixture installation is nearly complete at classroom corridors and classrooms.
- ❖ At the main entry's corridor, painters are painting primer coats on the drywall.
- ❖ Interior concrete block walls at the Cafeteria/Gymnasium have received a coat of block filler; some at this area have received one or more finish color coats.
- ❖ Ceramic wall and floor tile installation is complete at restroom areas.
- Reception desks, tall cabinets, upper and lower cabinets, shelving, and some of the countertops have been installed in classrooms and various administration areas.
- ❖ Lavatory countertops have been installed and most lavatory fixtures have been set.
- ❖ Mop sinks and electric drinking fountains are being installed.
- The transformer has been set on its pad in the service yard.
- **!** Electricians are pulling wire at locations throughout the building.
- ❖ The insulation of HVAC primary ductwork is ongoing.
- The next project meeting is scheduled for Wednesday, April 8, 2015 with Gilbane, PBK, Drymalla Construction, and LCISD.











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 & practice ball fields, tennis courts, and band practice areas.

Churchill Fulshear (Jr.) HS, & sitework:

(Refer to Design Development booklet for floor plans)

Project meetings with PBK, Drymalla, Gilbane, and LCISD have started on a biweekly basis

- ❖ Paving of Bois D'Arc Lane is 85% complete.
- First floor concrete slab on grade has been poured in all areas.
- Second floor slab has been poured in the west classroom area.
- ❖ Parking area between buildings has been poured.
- Concrete paving along bus drive is 90% complete.
- ❖ High school visitor and staff parking areas have been poured.
- Heavy gauge steel and joists have been erected in the CTE area, fine arts, auditorium, cafeteria, library, administration, west classroom, east classroom areas, and culinary arts.
- Steel detailing is ongoing in the fine arts areas, auditorium, cafeteria, library, west classroom, and east classroom areas.
- * Roof deck is being installed in the CTE areas, fine arts, auditorium, cafeteria, library, and west classroom areas.
- Standing seam roof has been installed in the CTE, fine arts, auditorium, library, and cafeteria areas.
- Above ground plumbing rough-in is ongoing in the CTE, fine arts, cafeteria, auditorium, and west classroom areas.
- Spray fireproofing has been applied to steel in all first floor areas except the gymnasiums.
- Ductwork is being installed in the CTE, fine arts, cafeteria, library, west classroom, and auditorium areas.
- ❖ HVAC piping is being installed in the CTE, auditorium, cafeteria, fine arts, and west classroom areas.
- ❖ Concrete has been poured in the mechanical mezzanines in the CTE and west classroom areas.
- ❖ Piping in the central plant is approximately 90% complete.
- ❖ Interior and exterior CMU walls are being installed in the CTE, fine arts, cafeteria, main electrical room, library, and auditorium areas.
- ❖ Air handlers have been set in the CTE and west classroom 3rd floor mechanical mezzanines.
- ❖ Drywall framing has been installed in the CTE mezzanine.
- Grading of the high school athletic fields has begun.
- **&** Backup wall framing is ongoing in the west classroom area.
- ❖ Damproofing is ongoing in the CTE, fine arts, and auditorium areas.
- Ductwork insulation is ongoing in the CTE and fine arts 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 dropoff, competition & practice ball fields, dual gymnasiums, and dedicated CTE spaces.

Fieldhouse

- Concrete slab is complete.
- Metal building has been delivered.
- Conduit has been installed from the field house to serve baseball/softball areas.
- ❖ Above ground plumbing rough-in has started.

Dean Leaman JHS

(Refer to Design Development booklet for floor plans)

- ❖ Above ground plumbing rough-in has started in athletics, cafeteria, CTE, and fine arts areas.
- Concrete slab has been poured in all areas of the building.
- ❖ Heavy gauge steel and joists have been erected in all areas.
- Steel detailing is ongoing in the classroom areas and is complete in all other areas.
- * Roof deck is ongoing in the athletics, CTE, fine arts, library, administration, and cafeteria areas.
- Concrete has been poured in the mechanical mezzanine in the athletics and fine arts areas.
- Fireproofing is being sprayed in the athletics, CTE, fine arts, library, administration, and cafeteria areas.
- ❖ Exterior CMU walls are being installed in the athletics, cafeteria, and fine arts areas.
- ❖ Ductwork is being installed in the athletics, CTE, fine arts, and cafeteria areas.
- ❖ Ductwork insulation is being installed in the athletics area.
- Staff and visitor parking at the front of the building has been poured.
- ❖ Drywall framing is ongoing in the athletics and fine arts mezzanines.

**Look ahead issues: Change Order for fire water pump in May. City of Fulshear is not able to guarantee flow& pressure required by Ft. Bend County Fire Marshal.











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.

District Competition Natatorium

(Refer to Design Development booklet for floor plans)

- ❖ A certificate of occupancy was obtained on March 2.
- ❖ Gamma Construction continues to work on punch list items.
- ❖ Portions of the asphalt drive on the north side of the building will be replaced on Tuesday, April 7.
- Resinous floor and locker bench finishing is currently underway and will be completed by April 15.
- Finishes were added to the interior concert stair at the pool deck.
- ***** Exterior lighting installation is near completion.
- Plumbing, gas, power, and detergent chemical connections were made to the new laundry equipment.
- LCISD Laundry operations began at the Natatorium facility on March 27.
- ❖ Three washers from the District's laundry building were delivered to the Natatorium Laundry on March 31.
- The scoreboard, timing equipment, starting platforms, lane dividers, and other miscellaneous equipment have been installed.
- Training sessions for the District M&O staff have been held for various equipment and systems.
- * Remaining training sessions for various items are forthcoming.

The next project meeting is scheduled for Wednesday, April 15, 2015 with Gilbane, PBK, Gamma Construction, and LCISD









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.

Traylor Stadium Renovations

- ❖ The contractor is currently working on punch list items on Buildings 1 and 2.
- ❖ LCISD laundry operations began at the Natatorium facility on March 27.
- ❖ Three washers from the Laundry Building were moved to the Natatorium Laundry on March 31.
- The Laundry Building, which was standing at the future site of "Building 3", was demolished on April 1.
- ❖ The GC has excavated the existing subgrade of the future building pad of Building 3.
- ❖ The next project meeting is scheduled for Wednesday, April 15, 2015 with Gilbane, PBK, Gamma Construction, and LCISD.

2011 Bond Projects in Design:

Satellite Transportation Center Phase II:

- Construction is estimated to start in the summer of 2015 as a part of the Fulshear HS Complex contract previously executed with Drymalla.
- ❖ A 95% construction drawing review was held March 25, 2014 with PBK, Gilbane, LCISD Transportation, and Maintenance in attendance
- ❖ Drawings are being submitted for permitting to the City of Fulshear.

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

- ❖ A preconstruction meeting was held on March 17, with VLK, Bass Construction, LCISD, and Gilbane.
- An asbestos survey of selected construction affected areas of Seguin, Meyer, and Smith was conducted by Environmental Solutions Inc. during the last week of February 2015.
- ❖ Data cabling for web based HVAC controls was installed Monday, April 6 at Frost ES and Pink ES. The same cabling installation for Campbell ES will be scheduled for another date.
- Construction at the other campuses is expected to start in June 2015 with completion in August 2015.
- Representatives from Gilbane have met individually with the principals of the schools that will be most affected by renovations.





Adolphus Elementary



Ag Barn renovations



George Ranch HS Shell Build-Out



Polly Ryon Middle School



Traylor Stadium Track & Turf

2011 Bond Closed Projects:

Adolphus Elementary

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

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

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 April1, 2015: \$59,322.73

George Ranch High School Build-Out

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

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

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 April1, 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 April 1, 2015: \$0.00*





BF Terry High School



George Junior High School



Lamar 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 6200 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 April 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 April 1, 2015: \$423,547.02

Lamar High School (Rosenberg, TX): Renovations to the CTE areas of the school included relocation of exhaust systems in the existing Auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system. Uncommitted funds as of April 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 April 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 April1, 2015: \$658,559.93





Alternative Learning Center



Austin Elementary School



Foster High School



Lamar High School



Travis Elementary School

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 2770 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 April1, 2015: \$20,652.94

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 April 1, 2015: \$131,466.50

Foster High School (Richmond, TX): Renovations to the Ag shop included addition 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 April 1, 2015: \$59,641.00

Lamar High School (Rosenberg, TX): This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse. *Uncommitted funds as of April1*, 2015: \$13,218.95

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 April 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 April 1, 2015: \$30,052.00

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 April 1, 2015: \$18,932.32

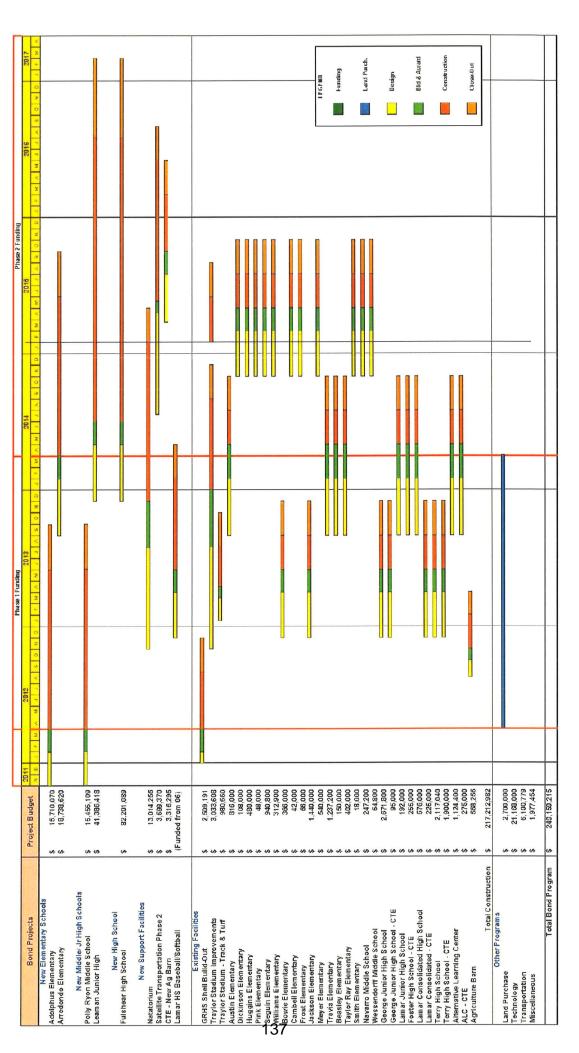
Taylor Ray Elementary School (Rosenberg, TX): Renovations consisted of the replacement of student restroom exhaust fans that had reached the end of their life cycle. (no photo)

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





2011 Bond Program Master Schedule







George Memorial Public Library

Oak Bend Medical Center

Rosenberg Civic Center

D Lamar Consolidated HS

6 George Ranch HS

D Foster HS

O Navarro MS
O Ryon MS
O Wortheimer MS
O Wessendorff MS
O Adolphus ES
O Adolphus ES
O Beasky ES
O Bowie ES

Reading JH

G George JH

D Lamar JH

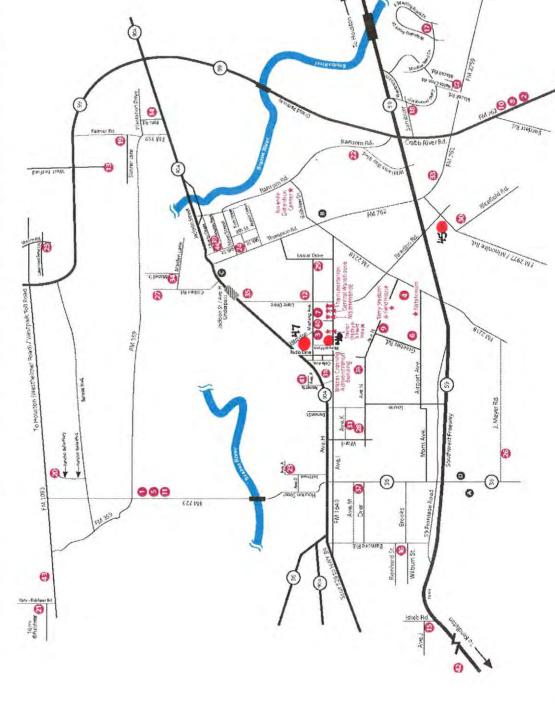
Briscoe JH

Terry HS

D Fort Bend County Fairgrounds

A PROUD TRADITION | A BRIGHT FUTURE

3911 Avenue I • Rosenberg, Texas 77471 • 832.223.0000 (main) • 832.223.0002 (fax) • www.lcisd.org District Map of Elementary, Middle, Junior High, High Schools and Special Sites



45 Arredondo ES 46 District Natatbrium 47 Baseball/softaul complex

Satelite Transportation Center/ Site for Secondary Complex #5

Special Needs Center

Fort Bend Alternative School

Powell Point

Development Center

Common Threads

Ø Afternative Learning Center
Ø Brazos Crossing Admistration Building

Administrative Annex

Weyer ES
Pink ES
Ray ES
Smah ES
Thomas ES
Thomas ES
Williams ES
Williams ES
Williams ES
Special Early Childhood Center
Us 1621 Place

138

😂 Jackson ES

D Long ES

McNeill ES

Hutchison ES

Muggins ES

(7) Campbell ES
(8) Dickinson ES
(9) Frost ES
(2) Hubenak ES

10.B.#5. – PLANNING BOARD REPORT APRIL 14, 2015

INFORMSTION ITEM – TRAFFIC STUDY FOR LAMAR CONSOLIDATED HIGH, LAMAR JUNIOR HGIH, AND WESSENDORFF MIDDLE SCHOOLS

Under separate cover is a copy of the Traffic Operations Study for Mustang Avenue performed by Traffic Engineers, Inc. Traffic Engineers, Inc. was contracted to study and recommend options for the vehicle and pedestrian traffic along Mustang Avenue from the intersection at Herndon Drive to Lane Drive. Option 4 is recommended by Traffic Engineers, Inc. to implement. All of these options need to be looked at carefully. A licensed Architect or Engineer will need to provide budget numbers for each option so they can be evaluated. Then the licensed Architect or Engineer will develop specifications for the bid process. The City of Rosenberg would also be contacted for any construction changes to be done on Mustang Avenue.

Resource Person: Kevin McKeever, Administrator for Operations

10.B.#6. – PLANNING BOARD REPORT APRIL 14, 2015

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

Due to the continued rise in health care cost, the cost of compliance with the Affordable Care Act, our ongoing efforts to keep the benefit plans properly aligned, and our efforts to improve the health and productivity of our valued employees, we are recommending several adjustments to the District's Medical/Rx Plans and changes to employee contributions.

For the 2015-2016 plan year the following changes are recommended.

- ✓ Continued Enhancement utilization of Tier 1 Medical Providers (Physicians)
 - o Adjust the Primary Care physician copay for all PPO Plans
 - \$25 Office Visit Copay for Tier 1 Physicians
 - \$40 Office Visit Copay for Non-Tier 1 Physicians (Current Plan provisions: \$20 Office Visit copay for Tier 1 and \$30 Office Visit for Non-Tier 1)
 - Adjust the Specialist Care physician copay for all PPO Plans
 - \$50 Office Visit Copay for Tier 1 Physicians
 - \$90 Office Visit Copay for Non-Tier 1 Physicians
 (Current Plan provisions: \$40 Office Visit copay for Tier 1 Physicians and \$80 Office Visit copay for Non-Tier 1 Physicians)
- ✓ All EPO(In-Network Only) Plans current 2014-2015 plan year Office Visit Copays will remain the same for the 2015-2016 plan year.
- ✓ Adjust (increase) the PPO Plans Out-of-Network Deductibles and Out-of-Network Out-of-Pocket maximums. This is recommended to reduce the Out-of-Network utilization of the PPO Plans.
- ✓ Adjust (increase) In-Network Out-of-Pocket Maximums for all six (6) Medical/Rx Plans. This is recommended to offset the trend effect and to be in compliance with the Affordable Care Act. The District is losing a safe harbor provision for the 2015-2016 plan year. This adjustment will neutralize the loss of the safe harbor provision.
- ✓ Enhance the member participation in the Districts three (3) EPO: In-Network Only plans by increasing the participation cost of the PPO: In-Network and Out-of-Network by +40.00%. The participation cost for the EPO plans will increase by 5.00%. The goal is to increase participation in the Districts cost effective EPO plans.
- ✓ Implement a Diabetes Health Management Plan the purpose is to increase participant engagement and to encourage ongoing medical compliance.
- ✓ All other Medical and Pharmacy benefits for each of the six (6) plans offered will remain the same.

The District continues to monitor the Patient Protection Affordable Care Act (PPACA) and how the law continues to impact the cost the District's Medical/Rx plan(s).

Resource Persons: Dr. Kathleen Bowen, Chief Human Resources Officer
Trudy Harris, Assistant Director Employee Services & Risk Management

INFORMATION ITEM: 2014-2015 ATTENDANCE BOUNDARY COMMITTEE

BACKGROUND INFORMATION:

The Board is asked to review the attached time line for making attendance boundary decisions for Fulshear High School and Leaman Junior High, which will both open in Fall 2016.

Also attached is the current Lamar CISD zoning process, adopted by the Board in September 2004.

Resource Person: Mike Rockwood, Executive Director of Community Relations

2014 - 2015 Attendance Boundary Committee Tentative Time Line Zoning for Fulshear High School

April 16	Information item with time line to Board
April 20	Request for Attendance Boundary Committee (ABC) applications
May 8	Deadline for principals to submit ABC representatives
May 13	Attendance boundary review for Fulshear HS/Leaman JH at facilities planning team meeting
May 19	Board Zoning Committee meeting
May 21	Board approval of ABC and charge to ABC
June 8	First ABC meeting – zoning considerations for Fall 2016 – 7 pm Board Room
June 15	Second ABC meeting – zoning considerations for Fall 2016 – 7 pm Board Room
June 22	Third ABC meeting – zoning considerations for Fall 2016 – 7 pm Board Room
July 6	Fourth ABC meeting (if needed) – zoning considerations for Fall 2016 – 7 pm Board Room
July 13	Fifth ABC meeting (if needed) – zoning considerations for Fall 2016 – 7 pm Board Room
July 27	Public Hearing for community Input – TBD – 7 pm
August 3	ABC meeting to discuss community input – zoning considerations for Fall 2016 – 7 pm Board Room
August 10	ABC meeting – zoning recommendation finalized for Fall 2016 for recommendation to the Board – 7 pm Board Room
August 11	ABC meeting (if needed) – zoning considerations for Fall 2016 – 7 pm Board Room
August 18	ABC recommendation to the Board Zoning Committee Additional public input (if needed)
August 20	ABC recommendation to the Board – 7 pm Board Room
September 17	ABC recommendation to the Board/additional public input/Board discussion if not approved at the August meeting – 7 pm Board Room

^{*}Parent notifications sent out with first six-weeks report cards

^{*}UIL snapshot in October for next two years

THE LCISD ZONING PROCESS

FACT: Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

BACKGROUND: In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

REQUESTING AN INTRA-DISTRICT TRANSFER: Assignments of any neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

ZONING OBJECTIVES/CRITERIA: The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

- 1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
- 2. To reduce overcrowding of campuses.
- 3. To plan for future growth.
- 4. To keep neighborhoods and feeder schools tracking together, as much as possible.
- 5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
- 6. To draw secondary zones which reflect the diversity of the district, as much as possible.
- 7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
- 8. To involve the community in defining the objectives/criteria for rezoning.
- 9. To develop a fair and objective rezoning process.
- 10. To always keep in mind doing what is in the best interest of students.
- 11. To communicate zoning information effectively to all students and families that may be impacted.
- 12. To consider fiscal impact of changes.

ATTENDANCE BOUNDARY COMMITTEE MAKE-UP: Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board's charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

LCISD ZONING PROCESS

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership.	Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommenda- tions based on options presented by the administration as charged by the Board.	Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback.	Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input.	Conduct additional community forum(s) if needed to present final recommenda- tion and allow for public comments.	Submit final recommend-dation to the Board Zoning Committee for input.	Submit final recommend-dation for Board approval.

Step 1: The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

Step 2: Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

Step 3: The plan(s) will be shown at a Community Forum(s) for parent input.

Step 4: Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

Step 5: Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

Step 6: ABC will submit final recommendation to the Board Zoning Committee for input.

Step 7: Zoning plan(s) submitted for Board approval.

ADDITIONAL INFORMATION: If you would like additional information about zoning in Lamar CISD, please contact Community Relations at 832-223-0330.

INFORMATION ITEM: MEMORANDUM OF UNDERSTANDING WITH THE REPUBLIC OF CHINA (TAIWAN) – PINGTUNG COUNTY

Lamar Consolidated Independent School District is entering into a Memorandum of Understanding (MOU) with The Republic of China (Taiwan)—Pingtung County on the development of friendly cooperation and sister district/school relationship. The MOU will strengthen the communication and cooperation of the following fields:

- Student Exchanges;
- Summer Camp;
- Teacher Exchanges;
- · Sports, Choir, or Cultural Exchanges; and
- Other areas on which both parties agree.

Fort Bend County Judge Robert Hebert will be leading a County delegation, including education representatives from both Lamar CISD and Fort Bend ISD to Taiwan in April 2015. The MOU will be formally signed during the visit. Fort Bend County is signing a similar agreement and education is one part of the initiative.

Resource Person: Dr. Thomas Randle, Superintendent





中華民國(臺灣)屏東縣政府教育處與

美利堅合眾國德克薩斯州福遍郡拉瑪聯合獨立學區 友誼合作發展備忘錄

中華民國(臺灣)屏東縣政府教育處與美利堅合眾國德克薩斯州福遍郡拉瑪聯合獨立學區,以下簡稱「雙方」,同意簽署瞭解備忘錄,藉由下列各項領域,透過友好磋商,增進雙方共同瞭解與友誼以及聯合與發展善意合作:

□學生交流	
□夏令營	
□教師交流	
□體育、合唱團、或其他文化交流	
□其他經雙方同意之領域	
雙方負責人及相關單位應保持定期聯繫,	以增進共同關切事務之交流與合作磋商。
本備忘錄簽署於2015年4月23日中華民國	[臺灣]屏東縣政府,自雙方完成簽署日起
生效,以中文及英文各繕2份,2種文字之	約本同一作準。
光和照人皿 国	小井口四 (吉)鄉 \
美利堅合眾國	中華民國(臺灣)
德州福遍郡	屏東縣政府
拉瑪聯合獨立學區	教育處
總監 Dr. Thomas Randle	虚臣 617.10 離
Mind Mind	處長 邱鴻麟





MEMORANDUM BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRCIT OF THE FORT BEND COUNTY OF TEXAS OF THE UNITED STATESOF AMERICA AND

THE DEPARTMENT OF EDUCATION OF THE PINGTUNG COUNTY GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) ON THE DEVELOPMENT OF FRIENDLY COOPERATION

Lamar Consolidated Independent School District of Fort Bend County of Texas of the United States of America and the Department of Education of the Pingtung County Government of the Republic of China (Taiwan), hereinafter referred to as "the Parties," agree to enter into a Memorandum of Understanding (MOU) to enhance mutual understanding and friendship, and consolidate and develop friendly cooperation, through friendly consultation, on strengthening the communication and cooperation of the following fields:

Student Exchanges
Summer Camp
Teacher Exchanges
Sports, Choir, or other cultural exchanges
Other areas on which both parties agree

Regular contact shall be maintained between the leaders and relevant departments of the two sides to facilitate consultation on the exchanges and cooperation as well as matters of common concern.

This memorandum, signed on April 23, 2015 at Pingtung County Government of the Republic of China (Taiwan), is done in duplicate in the Chinese and English languages, both texts being equally authentic, and shall come into force from the date of signature.

Director

Department of Education

Lamar Consolidated Independent
School District

Pingtung County Government

Republic of China (Taiwan)

Dr. Honglin Chiu

Superintendent

Lamar Consolidated Independent
School District

Fort Bend County, Texas
United States of America

Dr. Thomas Randle

INFORMATION ITEM: MEMORANDUM OF UNDERSTANDING WITH FOSHAN CITY - CHANCHENG DISTRICT

Lamar Consolidated Independent School District is reaffirming its Memorandum of Understanding (MOU) with The Chancheng District Bureau of Education Foshan City of the People's Republic of China on the continuation of friendly cooperation and sister district/school relationship. The MOU will strengthen the communication and cooperation of the following fields:

- Student Exchanges;
- Summer Camp;
- Teacher Exchanges;
- · Sports, Choir, or Cultural Exchanges; and
- Other areas on which both parties agree.

Fort Bend County Judge Robert Hebert will be leading a County delegation, including education representatives from both Lamar CISD and Fort Bend ISD to Foshan, China and Taiwan in April 2015. The MOU will be formally signed during the visit. Fort Bend County has a sister city agreement in place with Foshan, China and education is one part of the agreement.

Attached is the original MOU that was signed on March 18, 2013. This MOU will be reaffirmed on this visit with another signing. The verbiage of the MOU will not change.

Resource Person: Dr. Thomas Randle, Superintendent





MEMORANDUM ON THE DEVELOPMENT OF FRIENDLY COOPERATION
BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF THE FORT BEND
COUNTY OF TEXAS OF THE UNITED STATES OF AMERICA AND THE EDUCATION BUREAU OF
CHANCHENG DISTRICT OF FOSHAN CITY OF THE PEOPLE'S REPUBLIC OF CHINA
Lamar Consolidated Independent School District of Fort Bend County of Texas of the United
States of America and Education Bureau of Chancheng District of Foshan City of the People's
Republic of China, acting in accordance with the principle of the Joint Communique on the
Establishment of Diplomatic Relations between the United States of America and the
People's Republic of China, in the hope of enhancing mutual understanding and friendship,
consolidating and developing cooperation, through friendly consultation, have reached an
agreement on strengthening the communication and cooperation in the following fields:

- Student Exchanges
- Summer Camp
- Teacher Exchanges
- Sports, Choir, or other cultural exchanges
- Other areas on which both parties agree

Regular contact shall be maintained between the leaders and relevant departments of both two sides in order to facilitate consultation on the exchanges, cooperation and matters of common concern as well.

This memorandum, signed on March 18, 2013 in Fort Bend County of Texas of the United States of America, is done in duplicate in both Chinese and English, both texts being equally authentic, and shall come into force from the date of signature.

Superintendent

Lamar Consolidated Independent School

District

Fort Bend County

Texas

United States of America

Director, Education Bureau of Chancheng

District

Deputy Chief Executive

The People's Government of Chancheng

District

Foshan City

The People's Republic of China

Thomas Randle

Mr. Lu Zhihua