



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, February 18, 2016

7:00 PM

Kathryn Kaminski, President • Kay Danziger, Vice President • Anna Gonzales, Secretary
Dr. Tyson Harrell • Melisa Roberts • James Steenbergen • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
FEBRUARY 18, 2016
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
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4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
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 - A. Meetings and events
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 - A. Meetings and events
 - B. Information for immediate attention
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12. CLOSED SESSION

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	224
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	225
c. Employee resignations and retirements (Information)	228
d. Reassignment of professional personnel (Information)	
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	

RECONVENE IN OPEN SESSION

**Action on Closed Session Items
Future Agenda Items**

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 12th day of February 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



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 19th day of January 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

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2. Discussion of January 21st Regular Board Meeting Agenda Items

The Board reviewed the January 21st Regular Board Meeting agenda items.

11. ACTION ITEMS

11. A GOAL: PLANNING

11. A-2 Consider approval of Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2014 - 2015 year

Mr. Steenbergen asked if the Assistant Superintendent for Instruction position is filled that is on the organization chart. Dr. Randle said it is not and we might consider filling the position in the future as the district grows. He also asked about unrestricted funds on page 10 of the report. Ms. Ludwig said these are spendable funds, this page refers to the Government-wide financial statements which is everything taken as a whole. Mr. Steenbergen asked if the \$68m on page 20 are surplus funds and does the District look at a target as a padding for unexpected expenses. Ms. Ludwig said yes we do, the auditors prefer a 30 percent padding.

11. A-3 Consider approval of budget amendment requests

Mr. Steenbergen asked where the funding is coming from for the last two amendments. Ms. Ludwig said they are net increases to the budget. She said we had an excess revenue budget plus there are some revenue categories that will come in high this year and these expenses will be absorbed by current year revenue. Mr. Steenbergen asked why this far in the year we see a need for this kind of increase. Ms. Ludwig said that Mr. McKeever identified the need for the chillers to be replaced at Campbell Elementary. Dr. Randle said the other amendment is for the Summer School Now program which requires addressing the needs of the students now rather than waiting until the summer.

11. A-7 Consider approval of Board Calendar for 2016

Mr. Steenbergen asked if we do the August and December Board training report twice a year, he did not remember doing it in August. Dr. Randle said the law requires it to be done in December and we will remove it from August.

Ms. Roberts asked when they will review the District goals. Ms. Kaminski said in July it says monitor progress, but she did not see where we reviewed them. Dr. Randle said the Board/Superintendent Team Building is when they typically have reviewed the goals or priorities. Ms. Roberts said when the gentleman from TASB came and it was the team building exercise, she does not remember reviewing any goals. Ms. Kaminski said that was actually separate, she requested that meeting and it was out of the norm to have just a team building session. Ms. Danziger said he brought them up throughout the workshop but they did not go into detail of deciding if they wanted to rearrange the goals at that time. Ms. Roberts asked if we should specifically add that to the calendar in October. She would like for the Board to come together and review the goals and perhaps change them if needed. Dr. Randle reminded the Board that the Board/Superintendent Team Building is a requirement by law and what they have done in the past is the Board established the priorities during that time. This year we did not do this, but they can go back to do that. Mr. Steenbergen said it sounds logical to do that in July since it is before the start of the school year. Ms.

Danziger asked if that is a TASB guided event or if they as a Board can take care of this. Dr. Randle recommends that it be facilitated. Ms. Danziger asked Dr. Randle when he works with his Cabinet for the following school year, does he use the goals that the Board has set up. Dr. Randle said the goals are listed out in our agenda and the Board establishes the priorities. These priorities are what the Board wants to ensure the Administration is spending time, effort and energy on throughout the course of the year. Ms. Danziger said if we did not do this, then maybe we need to take a look at the last priorities before we get too far along and see if there is anything that needs to be rearranged.

Ms. Roberts asked if there is a place where the Board reviews Board Policies. Dr. Randle said each time there is an update, the Board has typically reviewed those policies. The District has not reviewed all policies. He said the District brought in TASB and they cleaned up the policies. He also said that TASB handles all the policies and makes sure there are no conflicts between Local policy and the law.

Ms. Roberts asked about the Board Operating Procedures where it takes three members to add something to the agenda. She asked if there is a time that the Board reviews this. Ms. Kaminski said they must get that on the agenda to discuss.

Ms. Roberts asked if there is an appropriate place or time they can review the Superintendent's evaluation process. Ms. Kaminski said they will be doing that on Thursday. Ms. Roberts said we are reviewing the contract, but she is referring to reviewing the process and evaluation form. Ms. Kaminski said this will be done in February or March.

11. A-8

Consider adoption of 2016 - 2017 Student/Staff Instructional Calendar

Ms. Danziger asked if we are now going by minutes and not days. Mr. Rockwood said that is correct, the legislature passed HB2610 which goes from 180 instructional days to 75,600 minutes. The calendar presented represents this.

Ms. Roberts asked if that was the only thing that allowed us the two extra days off at Thanksgiving, no other holidays were taken away. Mr. Rockwood said the calendar is exactly the same as the current 2015 – 2016 calendar but two extra days are given at Thanksgiving. Since teachers work 187 day contract, professional development is started two days earlier in August.

Ms. Kaminski said they will get 28 days off in nine months, and that does not include early release days. Mr. Rockwood said they have accounted for six early release days, but they have not been placed on the calendar. Ms. Kaminski said at one point the kids will be out three weeks within six weeks, she said she still goes back to instructional for the kids. She is wondering how the students are getting quality instructional time by going to minutes. Mr. Rockwood said the elementary principals commented that we are actually adding instructional minutes.

Ms. Kaminski asked how sending the kids to the campuses 15 minutes early each day is going to affect the bus scheduling. Mr. Rockwood said that currently the buses are already at the campuses at 7 a.m. and then going off on the secondary runs between 7 and 7:10 a.m. The principals said the majority of the students are on campus well before 7:30 a.m.

Ms. Kaminski asked how absences are going to be recorded. Dr. Randle said they did not make that adjustment, absences are still in days.

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Ms. Roberts asked which surrounding districts have elementary students start at 7:30 a.m. Mr. Rockwood said he is not aware of any direct neighbors. He said we have talked to our parents and the community has responded they like the way it is currently. She asked if we shaved off any minutes from secondary because of our busing. Mr. Rockwood said 10 minutes was shaved off the instructional day at the secondary level. This helps them with extracurricular activities, watching siblings, jobs, etc.

11. A-11 **Consider designation of Gulf Coast Area Association of School Boards' (GCAASB) Positively Promoting Public Schools Committee**

Ms. Roberts asked who is the current person on this committee. Dr. Randle said this is a brand new committee.

11. A-14 **Consider approval of traffic engineering study for the new Elementary #25**

Ms. Roberts asked if this will include a recommendation on whether a turning lane is needed. Mr. McKeever said yes.

11. A-15 **Consider approval of geotechnical study for the new elementary #25**

Ms. Roberts asked if any of this can be applied to the next school since we are using a rubber stamp on the schools. Mr. Steenbergen said they have to look at each site separately because of the soil conditions.

11. B GOAL: PERSONNEL

11. B-1 **Consider approval of new appraisers for teaching staff, 2015-2016 school year**

Ms. Kaminski said she was reading an article about the changes that will be coming up in 2017-2018, she wanted to know if the new appraisers are being prepared for this new adjustment. Dr. Bowen said they are and we have been piloting the new instrument and are in the second year of the pilot.

12. INFORMATION ITEMS

12. A GOAL: PLANNING

12. A-5 **Bond Update**

Ms. Kaminski clarified that there is a little over \$8m in surplus from the 2011 Bond. Mr. Bailey said that is correct.

Mr. Steenbergen asked about Elementary #24 and if we are still looking at November 2016 for it to open. Mr. Hoyt said there has been slippage due to weather and they are working on a recovery schedule.

12. A-6 **Transportation Update**

Mr. Steenbergen asked if we have any conclusions about accidents. Mr. Jones said they are starting the process with the committee meetings, and they make a recommendation as to whether it was a preventable or non-preventable accident.

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12. A-8 Possible projects from available 2011 bond funds

Mr. Steenbergen said he expected some of the maintenance and operations projects to be in the normal budget and not separate projects, for example painting and carpet replacement. Mr. Morgan said yes it is, but this helps them get caught up and stay on track. Mr. Steenbergen expected this list to be longer, and asked if these were the ones the District thought were of higher priority. Mr. Morgan said these are the projects that are coming up on their schedule. Mr. Steenbergen was hoping to see more security related items.

Ms. Roberts agreed with Mr. Steenbergen and expected to see more updates of facilities and security updates. She thought a lot of the items on the list would be in a regular budget instead of excess funds.

Dr. Harrell asked if the campuses make facilities requests and wanted to know how long that list might be. Mr. Morgan said that list currently is not that long.

Ms. Danziger asked if the older schools have the security and vestibules installed. Ms. Roberts said at Huggins and some other older schools, this is not really a vestibule. A patron walks in and you have to be buzzed in, but you have direct access to the cafeteria. She feels it is not really a solution.

Dr. Randle reminded the Board the Administration provided them with a list. Mr. Steenbergen said they are looking for opportunities to put these funds to the best use in the District. He said there are security issues, and that is on his list and anything else that might be safety related.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Superintendent's Evaluation and 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

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:26 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 21st day of January 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kathryn Kaminski, at 7:01 p.m.

Members Present:

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

Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. STUDENT REPORTS

a. Arredondo Elementary – “Back to Nature”

Students from Arredondo Elementary School went “Back to Nature” with a visit to Pine Cove. Tristyn Frazier, Bryson Vyvial, Jaden Russell, and Harmony Jones explained their trip to Pine Cove.

4. RECOGNITIONS/AWARDS

a. George Ranch High School Football State Champions

Coach Ricky Tullos and players presented the Board of Trustees the 2015 state championship trophy.

5. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Kayse Lazar, assistant principal at George Ranch High
William Oschlor Flemming, campus coordinator/head coach at Fulshear High

6. AUDIENCE TO PATRONS

William Ferguson thanked the Board for educating his children and keeping them safe. He has been a police officer since 1992 and has quietly watched the schools over the years. He said they have done a great job, but wants to remind the Board to be aware. He brought up safety, security and things for the Board to think about on the campuses.

7. APPROVAL OF MINUTES

A. DECEMBER 15, 2015 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve the minutes of December 15, 2015 Special Meeting (Workshop). The motion carried unanimously.

B. DECEMBER 17, 2015 REGULAR BOARD MEETING

It was moved by Ms. Gonzales and seconded by Dr. Harrell that the Board of Trustees approve the minutes of December 17, 2015 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Gonzales reported the Finance Committee met and was presented a report on the annual audit. The auditors reported the District received a clean opinion, there were no material weakness, has a healthy fund balance, and is in stable financial condition.

Ms. Danziger attended the 25th anniversary celebration at Austin Elementary with the opening of the time capsule.

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Mr. Steenberg reported the Technology Committee did not meet but reported there will be an upgrade of security cameras.

Ms. Gonzales reported that she took a tour of the Alternative Learning Center (ALC) and she thought it might be something all Board members might like to do. It included the boot camp, 1621 Place, and the Juvenile Detention Center. She was extremely impressed with everything.

Ms. Kaminski was invited from TASB to attend a Crucial Conversation pilot program.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

Superintendent Randle recognized the Lamar CISD Board of Trustees as part of the District-wide celebration of School Board Recognition Month in January.

b. Information for Immediate Attention

10. Public Hearing - LCISD Accountability Performance Report for 2014 - 2015

Ms. Kaminski opened the meeting to the public at 7:34 p.m. Mr. Brian Moore, Director of Research and Accountability, gave a presentation on the LCISD Accountability Performance Report for 2014-2015. Ms. Roberts asked what justifies serious discipline. Mr. Moore said they are anything from fights to possession of drugs. There being no other discussion, the hearing was closed to the public at 7:44 p.m.

ACTION ITEMS FOR CONSENT OF APPROVAL: 11. A-1; 11. A-3 - 11. A-6; 11. A-8 – 11. A-9; 11. A-12 – 11. A-15; and 11. B-1

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

11. A GOAL: PLANNING

11. A-1 Ratification of Quarterly Investment Report

ratified the quarterly investment report as submitted for the quarter ending November 30, 2015. (See inserted pages 41-A – 41-F.)

11. A-3 Approval of budget amendment requests

approved budget amendment requests as attached. (See inserted page 41-G.)

11. A-4 Ratification of Financial and Investment Reports

ratified the Financial and Investment Reports as presented.

11. A-5 Approval of resolution approving list of qualified investment brokers/dealers

approved the attached resolution approving a list of qualified investment broker/dealers. (See inserted page 41-H.)

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11. A-6 Approval of Donations to the District, including, but not limited to:

- a. Hutchison Elementary School**
- b. Polly Ryon Middle School**
- c. Terry High School**
- d. Thomas Elementary School**

approved donations to the district with addendum.

11. A-8 Adoption of 2016 - 2017 Student/Staff Instructional Calendar

approved the student/staff instructional calendar (attached) for 2016 – 2017, as recommended by the District-wide Student Improvement Council (DSIC). (See inserted page 42-A.)

11. A-9 Approval of resolutions proclaiming

a. Black History Month

approved the attached resolution proclaiming February 2016 as “Black History Month” in the Lamar Consolidated Independent School District. (See inserted page 42-B.)

b. Career and Technical Education Month

approved the attached resolution proclaiming February 2016 as “Career and Technical Education Month” in the Lamar Consolidated Independent School District. (See inserted page 42-C.)

c. School Counselor Week

approved the attached resolution proclaiming the week of February 8-11, 2016 as “School Counselor Week” in the Lamar Consolidated Independent School District. (See inserted page 42-D.)

11. A-12 Adoption of the Dean Leaman Junior High School mascot and school colors

approved Chargers as the mascot and purple and black as the school colors for Dean Leaman Junior High campus.

11. A-13 Approval of chiller replacement for Campbell Elementary School

approved Texas Air Systems for the purchase and installation of two (2) 210 ton chillers for Campbell Elementary School in the amount of \$327,400 and amend budgets as necessary.

11. A-14 Approval of traffic engineering study for the new Elementary #25

approved Traffic Engineers, Inc. for the traffic engineering study for the new Elementary #35 in the amount of \$13,000. (See inserted pages 42-E – 42-F.)

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11. A-15 Approval of geotechnical study for the new elementary #25

approved Terracon, Inc. for the geotechnical engineering services for the design of the new Elementary #25 in the amount of \$6,100. (See inserted pages 43-A – 43-F.)

11. B GOAL: PERSONNEL

11. B-1 Approval of new appraisers for teaching staff, 2015-2016 school year

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

11. A GOAL: PLANNING

11. A-2 Consider approval of Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2014 - 2015 year

It was moved by Ms. Roberts and seconded by Mr. Steenbergen that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial report for the 2014 – 2015 fiscal year as presented. The motion carried unanimously.

11. A-7 Consider approval of Board Calendar for 2016

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board approve the revised Board Calendar for 2016 as presented.

Ms. Roberts asked if the Superintendent's evaluation in January, is the same time they evaluate the process of the evaluation. Mr. Morris said they cannot change the instrument this year, but at the beginning of the next cycle they could examine the instrument. This can just be an agenda item, it does not have to be on the Board calendar.

Mr. Steenbergen said that in the Superintendent contract they are looking at tonight, it says the Board shall evaluate and assess in writing the performance of the Superintendent at least twice a year in the months of January and June. Dr. Randle said it is placed in there so the Board can do a formative assessment of the Superintendent. The calendar is designed to serve as a guide for the Board. Mr. Morris said they are required by administrative code to evaluate twice a year, typically not all districts place it within their published calendar. Ms. Roberts suggested they add it to June to remind them.

It was moved by Ms. Roberts and seconded by Mr. Steenbergen that the Board amend the revised Board Calendar for 2016 to include the Superintendent Evaluation in the month of June. The motion carried unanimously.

The original motion carried unanimously.

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

No action was taken.

11. A-11 Consider designation of Gulf Coast Area Association of School Boards' (GCAASB) Positively Promoting Public Schools Committee

It was moved by Mr. Steenbergen and seconded by Dr. Harrell that the Board designate Kay Danziger to work with Gulf Coast Area Association of School Boards' (GCAASB) Positively Promoting Public Schools Committee. The motion carried unanimously.

12. INFORMATION ITEMS

12. A GOAL: PLANNING

12. A-1 Board Policies for First Reading

12. A-2 Tax Collection Report

12. A-3 Payments for Construction Projects

12. A-4 Region 4 Maintenance and Operations Update

12. A-5 Bond Update

a. 2011

Ms. Roberts asked for an update on the Ag buildings. Mr. McKeever said that Ag Barn No. 2 is in the design committee stage. The District does not have land for Ag Barn No. 3, but it will be funded under the 2014 bond.

b. 2014

12. A-6 Transportation Update

12. A-7 Proposed Budget Calendar

12. A-8 Possible projects from available 2011 bond funds

12. A-9 TASB 2014 - 2016 Advocacy Agenda

12. A-10 HB 2610 and Bell Schedules

Ms. Kaminski talked to some people from another district and they chose to not go by the minutes, they decreased their holidays by two at Thanksgiving. She said we have talked about adding the elementary schools going to school 15 minutes early and letting the high schools out 10 minutes early, and wondered how this will impact transportation. Mr. Rockwood said there should be no impact on transportation for the elementary campuses, the majority of the buses are there on the campuses at 7 a.m. We see no issues in making these adjustments.

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:

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1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Superintendent’s Evaluation and 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

The Board adjourned to Closed Session at 8:28 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:58 p.m.

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

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

Employed

Salas Saenz, Melisa	TBD	Assistant Principal Bowie Elementary
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12. A-1(d) Superintendent’s Evaluation and Contract

It was moved by Ms. Danziger and seconded by Mr. Torres that the Board of Trustees extend the Superintendent’s contract for one additional year. The motion carried unanimously.

FUTURE AGENDA ITEMS

Discussion of Board Operating Procedures

Information Item on possible projects from available bond funds with suggestions made by the Board with a plan for the Huggins parking lot

Information Item on more sidewalks at Lamar Consolidated High School

ADJOURNMENT

The meeting adjourned at 10:03 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF ADDITIONAL LOCAL STATE
COMPENSATORY EDUCATION CRITERIA**

RECOMMENDATION:

That the Board of Trustees approve additional local State Compensatory Education criteria.

IMPACT/RATIONALE:

The LEA may serve students who meet local eligibility criteria if the local criteria have been adopted by the Board of Trustees of the LEA. The LEA is requesting that the Board adopt the following additional local State Compensatory Education criteria:

- Students who have failed to master grade level curriculum at any reporting period.

PROGRAM DESCRIPTION:

The Lamar Consolidated Independent School District has policies and procedures in place for the identification and reporting of At-Risk students. The policies can be found in EHBC (LOCAL) and EHBC (LEGAL), which includes the definition of At-Risk students.

Local Criteria of At-Risk Student

In addition to state criteria outlined in TEC §29.081 for identifying students who are at-risk of dropping out of school, there is a provision that allows the Board of Trustees of a school district to adopt local eligibility criteria (TEC §29.081(g)). The following local criteria currently identify students who are at-risk for dropping out of school:

1. Absent more than nine days in a semester;
2. Determined to be truant by the judicial system; and
3. Exhibits serious or chronic misconduct that negatively affects academic performance and requires removal from the student's regular classroom instruction for more than nine days in a semester.

Submitted by: Valerie Vogt, Academic Administrator
Dr. Marva O'Neal, Coordinator Federal Programs

Recommended for approval:



Dr. Thomas Randle
Superintendent

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:



Dr. Thomas Randle
Superintendent

Terry High School is requesting a budget change to pay security for extra-curricular events.

199-36	Cocurricular/Extracurricular Activities	(400.00)
199-52	Security & Monitoring Services	400.00

Hutchison Elementary is requesting a budget change to pay for counselor to attend the Texas School Counselor Association conference.

199-23	School Leadership	(400.00)
199-31	Guidance and Counseling	400.00

Frost Elementary is requesting a budget change to pay for wireless services. Per the TEA Resource Guide, all utility costs should be coded to function 51.

199-11	Classroom Instruction	(1,500.00)
199-51	Plant Maintenance & Operations	1,500.00

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

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

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle
Superintendent

SCHEDULE OF JANUARY 2016 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of January total \$24,186,770 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,126,724
614	Employee Benefits	729,091
621	Professional Services	71,368
623	Education Services Center	39,649
624	Contracted Maintenance and Repair Services	424,637
625	Utilities	167,828
626	Rentals and Operating Leases	14,833
629	Miscellaneous Contracted Services	371,319
631	Supplies and Materials for Maintenance and Operations	232,208
632	Textbooks and Other Reading Materials	271,274
633	Testing Materials	16,970
634	Food Service	549,914
639	General Supplies and Materials	663,291
641	Travel and Subsistence -- Employee and Student	162,414
642	Insurance and Bonding Costs	1,000
649	Miscellaneous Operating Costs/Fees and Dues	519,165
651	Debt Service	500
661	Land Purchase and/or Improvements	11,290
662	Building Purchase, Construction, and/or Improvements	5,550,545
663	Furniture & Equipment - \$5,000 or more per unit cost	251,916
131	Inventory Purchases	7,318
217	Operating Transfers, Loans and Reimbursements	322
571	Property Taxes	1,377
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,817
	Total	24,186,770

PROGRAM DESCRIPTION:

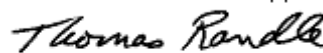
The report above represents all expenditures made during the month of January 2016 and previous month purchasing card transactions. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF JANUARY 31, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	136,191,018.00	114,487,753.00	(21,703,265.00)	84.1%
5800-STATE PROGRAM REVENUES	96,167,598.00	46,117,246.00	(50,050,352.00)	48.0%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	852,138.00	(892,862.00)	48.8%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
TOTAL- REVENUES	234,103,616.00	162,176,730.00	(71,926,886.00)	69.3%
EXPENDITURES				
6100-PAYROLL COSTS	196,357,667.00	73,133,263.00	123,224,404.00	37.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,850,133.00	5,030,693.00	16,819,440.00	23.0%
6300-SUPPLIES AND MATERIALS	12,775,357.00	3,754,731.00	9,020,626.00	29.4%
6400-OTHER OPERATING EXPENDITURES	4,303,842.00	3,860,622.00	443,220.00	89.7%
6600-CAPITAL OUTLAY	2,011,455.00	574,231.00	1,437,224.00	28.5%
TOTAL-EXPENDITURES	237,298,454.00	86,353,540.00	150,944,914.00	36.4%

Lamar CISD
Local Investment Pools
as of January 31, 2016

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,820,236.12	0.00	0.00	640.50	2,820,876.62
General Account	27,875,072.40	0.00	15,750,000.00	5,014.76	12,130,087.16
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	2,650,046.95	0.00	1,700,000.00	430.27	950,477.22
Workmen's Comp	495,757.33	0.00	40,000.00	111.35	455,868.68
Property Tax	75,133,659.89	50,379,158.43	0.00	23,434.18	125,536,252.50
Vending Contract Sponsor	475,577.42	0.00	0.00	107.97	475,685.39
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,608,095.42	0.00	0.00	365.17	1,608,460.59
Debt Service Series 2007	15,660.12	0.00	0.00	3.56	15,663.68
Capital Projects Series 2005	413,538.07	0.00	171,128.25	65.39	242,475.21
Student Activity Funds	45,888.02	0.00	0.00	10.44	45,898.46
Taylor Ray Donation Account	5,081.18	0.00	0.00	1.20	5,082.38
Capital Projects Series 2007	209,205.27	0.00	0.00	47.49	209,252.76
Common Threads Donation	53,256.29	0.00	0.00	12.08	53,268.37
Debt Service Series 2008	14,400.04	0.00	0.00	3.26	14,403.30
Capital Projects 2012A	3,658,725.52	0.00	341,372.69	821.01	3,318,173.84
Debt Service 2012A	11,275.16	0.00	0.00	2.55	11,277.71
Debt Service 2012B	3,146.97	0.00	0.00	0.62	3,147.59
Capital Projects 2014A	108,737.61	0.00	0.00	24.69	108,762.30
Capital Projects 2014B	5,497.34	0.00	0.00	1.24	5,498.58
Debt Service 2014A	2,078,988.68	0.00	0.00	472.14	2,079,460.82
Debt Service 2014B	409,794.07	0.00	0.00	93.07	409,887.14
Debt Service 2013	2,152.23	0.00	0.00	0.58	2,152.81
Debt Service 2013A	20,472.19	0.00	0.00	4.66	20,476.85
Debt Service 2015	180,371.07	0.00	0.00	40.92	180,411.99
Capital Projects 2015	19,351,172.40	0.00	204,900.00	4,357.96	19,150,630.36
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,023.23	0.00	0.00	1.20	5,024.43
Workers' Comp	721,191.57	0.00	0.00	171.73	721,363.30
Property Tax Fund	32,174.54	0.00	0.00	7.66	32,182.20
General Fund	2,589,079.08	0.00	0.00	616.51	2,589,695.59
Food Service Fund	90,532.61	0.00	0.00	21.56	90,554.17
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.96	0.00	0.00	0.17	701.13
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	384.25	0.00	0.00	0.09	384.34
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	208,809.32	0.00	208,809.32	42.92	42.92
Capital Projects 2014A	3,520,875.48	1,277,588.56	2,508,213.31	992.82	2,291,243.55
Capital Projects 2014B	133,545.65	0.00	133,545.65	17.04	17.04
Capital Projects 2015	29,134,036.96	0.00	2,496,842.63	6,604.43	26,643,798.76
Debt Service Series 2015	1,885,923.55	0.00	0.00	449.07	1,886,372.62
MBIA Texas CLASS Fund					
General Account	15,369,545.80	0.00	0.00	5,478.89	15,375,024.69
Capital Project Series 1998	906.18	0.00	0.00	0.31	906.49
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	11,064,133.17	0.00	0.00	3,944.12	11,068,077.29
Capital Projects 2015	14,574,654.13	0.00	0.00	5,195.54	14,579,849.67
Debt Service 2015	943,456.06	0.00	0.00	336.33	943,792.39
TEXSTAR					
Capital Projects Series 2007	742.84	0.00	0.00	0.22	743.06
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,538,119.54	0.00	23,694.37	351.21	1,514,776.38
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	4,776.68	0.00	0.00	1.10	4,777.78
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,512.03	0.00	0.00	1.03	4,513.06
Capital Projects 2014A	139.53	0.00	0.00	0.00	139.53
Capital Projects 2014B	4,127,242.95	0.00	1,164,912.91	922.45	2,963,252.49
Debt Service 2015	3,300,526.94	0.00	0.00	760.48	3,301,287.42
Capital Projects 2015	50,987,047.34	0.00	0.00	11,748.03	50,998,795.37
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,005,451.56	0.00	0.00	298.60	1,005,750.16
Capital Projects Series 2008	140.81	0.00	0.00	0.04	140.85
Capital Projects Series 2012A	464,209.13	0.00	0.00	137.86	464,346.99
Capital Projects Series 2014A	18,026,921.15	0.00	0.00	5,353.68	18,032,274.83
Capital Projects Series 2014B	9,846,539.72	0.00	0.00	2,924.25	9,849,463.97
Debt Service 2015	1,886,308.61	0.00	0.00	560.20	1,886,868.81
Capital Projects 2015	29,139,985.40	0.00	0.00	8,654.07	29,148,639.47

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.27	\$36,067.06
LONE STAR ACCOUNT INTEREST	0.28	\$8,925.20
MBIA TEXAS CLASS ACCOUNT INTEREST	0.42	\$14,955.19
TEXSTAR ACCOUNT INTEREST	0.27	\$13,784.52
TEXAS TERM/DAILY ACCOUNT INTEREST	0.35	\$17,928.70
TOTAL CURRENT MONTH EARNINGS		\$91,660.67
EARNINGS 9-01-15 THRU 12-31-15		\$146,974.12
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$238,634.79

CONSIDER APPROVAL OF COLLATERAL SECURITY AGREEMENT

RECOMMENDATION:

That the Board of Trustees approve the attached collateral security agreement with Wells Fargo Bank, N.A. and The Bank of New York Mellon Trust Company, N.A.

IMPACT/RATIONALE:

As a publicly funded entity, the District is required by statute to have collateral pledged by its depository bank to protect its uninsured deposits. To facilitate the delivery of securities pledged for the District and to maintain the safety of the investments, a safekeeping (third party custodial) account must be held by the District.

PROGRAM DESCRIPTION:

This agreement between the District and the two banks is required to establish and maintain one or more accounts with Wells Fargo Bank, N.A. and The Bank of New York Mellon Trust Company, N.A. for the purpose of facilitating the management of collateral pledged for the District as security for deposits on account.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

DEPOSITORY PLEDGE AGREEMENT

746002016

Lamar Consolidated Independent School District ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and ten percent (110%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such

advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL

AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agreement: _____, 20_____.

DEPOSITOR: Lamar Consolidated Independent School District

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

Signature: _____
Print Name: _____
Title: _____
Address: _____

Signature: _____
Print Name: _____
Title: _____
Address: 1 Wall Street, Attn: BDS – Coll Mgr SFL
New York, NY 10286

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature: _____
Print Name: Sheila Lynch
Title: Vice President
Address: 333 Market Street St. 15th Floor,
MAC: A0109-150
San Francisco, CA 94105

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below.**

1.	Print Name: _____	Signature: _____
	Email: _____	Phone: _____
		Fax: _____

2.	Print Name: _____	Signature: _____
	Email: _____	Phone: _____
		Fax: _____

3.	Print Name: _____	Signature: _____
	Email: _____	Phone: _____
		Fax: _____

4.	Print Name: _____	Signature: _____
	Email: _____	Phone: _____
		Fax: _____

**CONSIDER APPROVAL OF UPDATES TO ACCUMULATED LEAVE BUYBACK
PLANS AND RELATED REVISIONS TO BOARD POLICY**

RECOMMENDATION:

That the Board of Trustees consider approval of revisions to Internal Revenue Code Section 401(a) and 403(b) Plans and related revisions to Board Policy DEC (LOCAL).

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Due to revisions of the IRC, it is necessary to periodically review and revise Plan documents. The attached documents are a result of such review. In addition, certain updates to Board Policy DEC (LOCAL) were necessary.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Volume Submitter Adoption Agreement for
Governmental 401(a) Special Pay Plan**

**Volume Submitter Adoption Agreement for
GOVERNMENTAL 401(a) SPECIAL PAY PLAN**

The undersigned Employer, which is a part of the government of a State or political subdivision thereof, or by an agency or instrumentality of either of the foregoing, adopts the Governmental 401(a) Special Pay Plan ("Plan") for those Employees who shall qualify as Participants hereunder, to be known as the: Lamar Consolidated I.S.D. Special Pay Plan

The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION

Name of Employer: Lamar Consolidated I.S.D.

Address: 3911 Avenue I
Rosenberg, TX 77471

Telephone Number: 281-341-3151

Employer Identification Number: 74-6002016

Location of Employer:

State Commonwealth District of Texas and the Plan shall be governed in accordance with retirement plan laws of Texas.

Employer Fiscal Year:

The 12-consecutive month period ending on December 31 [month and day].

PLAN INFORMATION

Effective Date:

This Adoption Agreement of the 401(a) Plan shall:

- Establish a new Plan effective as of _____ (hereinafter called the "Effective Date").
- Constitute an amendment and restatement in its entirety of a previously established 401(a) Plan of the Employer which was effective January 1, 2002 (the "Effective Date"). Except as specifically provided in the Plan, the effective date of this amendment and restatement is January 1, 2002.

Plan Year:

The 12-consecutive month period commencing on January 1 [month and day], and ending on December 31 [month and day].

Anniversary Date of Plan (Annual Valuation Date): December 31 [month and day]

Name of Plan Administrator:

- Employer (use Employer address)
- Plan Administrator (other than Employer)

Name Pelion Benefits, Inc.
Address PO Box 110355
 Research Triangle Park, NC 27709

Telephone Number: 919-942-2828

Employer Identification Number: 56-1925983

ELIGIBILITY AND VESTING

Eligible Individuals:

- All Employees
- All Employees who have satisfied the eligibility requirements other than the following group or groups of Employees elected below:
 - Employees hourly paid.
 - Employees paid by salary
 - Nonresident aliens with no U.S. source of income
 - Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
 - Management employees
 - Collectively bargained employees

Other (specify):

NOTE: Eligibility may not be defined as only those employees terminated from service during the plan year. Moreover, the group(s) specified must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals or other authority for the state or local jurisdiction of the Employer. No maximum age requirement may be applied. Participation may not be confined to a named individual or a finite set of individuals.

Eligibility Requirements:

For purposes of this section, the term Employee shall be defined as set forth in the Basic Plan Document, and shall not include any other individual who might be characterized as an employee under the Code.

In order to participate in the Plan, Employees must satisfy the service and age requirements specified below:

Service Requirement

1/2 year

1 year

Other (specify): _____(The requirement inserted must be definitely determinable and not subject to Employer discretion.)

Age Requirement

18

21

Other (specify): _____(The requirement inserted must be definitely determinable and not subject to Employer discretion. Moreover, no maximum age limitation can be imposed.)

Effective Date of Participation

An Eligible Individual shall become as Participant as of the:

First day of the Plan Year in which he met the requirements.

First day of the Plan Year in which he met the requirements, if he met the requirements in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if he met the requirements in the last 6 months of the Plan Year.

Earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he met the requirements.

First day of the Plan Year next following the date on which he met the requirements.

First day of the month coinciding with or next following the date on which he met the requirements.

Other (specify):_____. (Whatever is inserted here must be definitely determinable and not subject to Employer discretion.)

Vesting of Participant's Interest in Employer Contributions and Employer Matching Contributions

The vesting schedule, based on number of years, shall be as follows:

100% upon entering Plan

0-2 years 0%

3 years 100%

0-4 years 0%

5 years 100%

0-2 years 0%

3 years 20%

4 years 40%

5 years 60%

6 years 80%

7 years 100%

Other: Years Percentage

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The "Other" vesting schedule shall be at least as favorable as one of the following:

1. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (as defined in section 4.1 of the Basic Plan Document).
2. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (as defined in section 4.1 of the Basic Plan Document).
3. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (as defined in section 4.1 of the Basic Plan Document). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Notwithstanding the foregoing, a Participant will be 100% vested upon attaining Normal Retirement Age, Total and Permanent Disability, termination of the Plan, or the complete discontinuance of Employer Contributions.

CONTRIBUTIONS AND ALLOCATIONS

Compensation:

- Compensation as defined under section 1.24 of the Basic Plan Document.
- Compensation reportable on Form W-2.

Compensation shall exclude (select all that apply):

- N/A - No exclusions
- Overtime
- Bonuses
- Other _____ (Please specify. Any exclusion from Compensation must meet the definite written program requirement and the definitely determinable benefits requirement of Treasury regulations section 1.401-1.)

Compensation shall be based on the:

- Plan Year.
- Fiscal Year coinciding with or ending within the Plan Year.
- Calendar Year coinciding with or ending within the Plan Year.

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Compensation:

Shall Shall not

include compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125, 132(f), 402(e)(3), 402(h), or 403(b).

The limitation year shall be the:

- Plan Year.
- Fiscal Year coinciding with or ending within the Plan Year.
- Calendar Year coinciding with or ending within the Plan Year.

Employer Contributions – Conversion of Accumulated Leave:

Accrued Accumulated Leave shall be converted to Employer non-elective contributions each year on behalf of the Participant. Such Accrued Accumulated Leave shall be computed as an amount equal to 100 percent of the product of the number of hours of the Participant's Accumulated Leave times the Participant's hourly rate of Compensation at the end of the year.

Accumulated Leave Contributions shall be for the exclusive benefit of employees or their beneficiaries and meet the definite written program requirement and the definitely determinable benefits requirement of Treasury Regulations section 1.401-1.

Accrued Accumulated Leave shall be converted to Employer non-elective contributions on behalf of the Participant only in the year in which the Participant terminates employment with the Employer. Such Accumulated Leave shall be computed as an amount equal to 100 percent of the product of the number of hours of the Participant's Accumulated Leave, times the Participant's hourly rate of Compensation on the date of termination of employment with the Employer.

Non-elective Contributions shall be for the exclusive benefit of employees or their beneficiaries and meet the definite written program requirement and the definitely determinable benefits requirement of Treasury Regulations section 1.401-1.

Employer Non-elective Contributions:

Employer Non-elective Contributions shall be a

Fixed amount or formula (must select one option of Fixed Formula, below), or shall be

Discretionary as determined by the Employer's governing body. (If selecting Discretionary Non-elective Contributions, must select one option of Allocation of Discretionary Non-elective Contributions below).

Discretionary Non-elective Contributions shall be for the exclusive benefit of employees or their beneficiaries and substantial and recurring in accordance with Treasury Regulations sections 1.401-1(a)(3) and 1.401-1(b)(2).

Fixed Formula:

___% of each Participant's Compensation (*if selected, must be greater than 'zero'*).

Non-elective Contributions shall be for the exclusive benefit of employees or their beneficiaries and meet the definite written program requirement and the definitely determinable benefits requirement of Treasury Regulations section 1.401-1.

Allocation of Discretionary Non-elective Contributions (*select one*):

Pro-rata to Compensation: Such Discretionary Non-elective Contributions shall be allocated to each participant's account in the ratio as such participant's Compensation bears to the total Compensation of all eligible participants.

Per-capita: Such Discretionary Non-elective Contributions shall be evenly divided and allocated to each participant's account in the ratio as the total Discretionary Non-elective Contribution bears to the total number of eligible participants.

Notwithstanding the foregoing, the value of Accumulated Leave that will be the basis for the Employer Contributions under the Plan shall be determined before the time that such Employer Contributions are made.

Employer Matching Contributions:

The Employer Matching Contributions shall match a Participant's:

Code Section 414(h) Pick-Up Contributions

Voluntary Contributions

Amount of Employer Matching Contribution:

A matching contribution equal to _____% of each Participant's contribution to the Plan.

A matching contribution equal to _____% of each Participant's contribution to the Plan, not to exceed \$_____.

A matching contribution equal to a percentage of each Participant's contribution to the Plan in an amount to be determined each Plan Year by the Employer.

Code Section 414(h) Pick-Up Contributions:

Each Participant shall make Code Section 414(h) Pick-Up Contributions as indicated below:

_____% of Compensation (if selected must be a percentage greater than 'zero' percent.)

\$_____ (if selected must be a dollar amount greater than 'zero'.)

An amount equal to a _____ % of the product of the number of hours of the Participant's Accumulated Leave, times the Participant's hourly rate of Compensation on the date of termination of employment with the Employer.

Voluntary Contributions:

Each Participant may make Voluntary Contributions as indicated below:

_____% of Compensation

\$

Rollover Contributions:

Rollover Contributions shall shall not be permitted under the Plan.

Participant Direction of Investments

Participants shall shall not be permitted to direct the investment of the Employer Contributions Account.

Participants shall shall not be permitted to direct the investment of the Section 414(h) Pick-Up Contributions Account.

Participants shall shall not be permitted to direct the investment of the Voluntary Contributions Account.

Participants shall shall not be permitted to direct the investment of the Rollover Contributions Account

DISTRIBUTIONS

Normal Retirement Age:

The date a Participant attains his 55th birthday (not earlier than age 55 nor later than age 65)

The later of the date a Participant attains his ____ birthday (not earlier than 55 nor later than 65) or the ____ anniversary of the first day of the Plan Year in which participation in the Plan commenced.

The later of the date a Participant attains his 55th birthday or the ____ anniversary of the first day of the Plan Year in which participation in the Plan commenced.

Effective for Plan Years beginning on or after January 1, 2015 (or such later date as permitted by Notice 2012-29), except in the case of public safety employees, a Normal Retirement Age of less than 62 must meet the requirements of Treas. Reg. § 1.401(a)-1(b)(2).

Distribution Options for Participants and Beneficiaries:

Lump sum

Installment Payments, performed either monthly or quarterly, in such equal amounts of at least \$ 500.00 each so as to exhaust the Participant's account balance within the joint life expectancy of the Participant and the Participant's named beneficiary.

MISCELLANEOUS

Loans To Participants:

Loans are permitted under the Plan.

Loans are not permitted under the Plan.

CERTIFICATION AND SIGNATURE

Employer hereby represents that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Code Section 414(d). This Volume Submitter Adoption Agreement for Governmental 401(a) Special Pay Plan, the Governmental 401(a) Special Pay Plan Volume Submitter Basic Plan Document, and the Governmental 401(a) Special Pay Plan Volume Submitter Trust Agreement which are incorporated herein by reference and made a part hereof, together constitute the Plan.

This adoption agreement can only be used with the "Governmental 401(a) Special Pay Plan Volume Submitter Basic Plan Document." An employer's failure to properly fill out the adoption agreement may result in the failure of the plan to qualify under IRC section 401(a).

The Plan is a volume submitter plan, and has been approved by the IRS. If you are one of our clients, and adopt this volume submitter plan in the pre-approved form, you can rely on the advisory letter issued to the Plan subject to the requirements of Rev. Proc. 2011-49.

An employer adopting a Volume Submitter plan may rely on that plan's advisory letter if the employer's plan is identical to an approved M&P or specimen plan with a currently valid favorable advisory letter, the employer has not amended the plan other than to choose options provided under the approved plan or as provided below, and the employer has followed the terms of the plan. These employers can forego filing Form 5307 and rely on the plan's favorable advisory letter with respect to the qualification requirements, except as provided below.

(1) Except as provided in section 19.02(2), (3) and (4) of Rev. Proc. 2011-49, adopting employers of Volume Submitter plans may not rely on a favorable advisory letter with respect to the requirements of:

(a) § 401(a)(4), 401(a)(26), 401(l), 410(b), or 414(s); or

(b) if the employer maintains or has ever maintained another plan covering some of the same participants, § 415 or 416.

(2) Adopting employers of Volume Submitter plans may rely on the advisory letter with respect to the requirements of § 401(a)(26) (other than the § 401(a)(26) requirements that apply to a prior benefit structure) if 100 percent of all nonexcludable employees benefit under the plan.

The following conditions and limitations apply with respect to Volume Submitter plans:

(1) An adopting employer can rely on a favorable advisory letter for a plan that amends or restates a plan of the employer only if the plan that is being amended or restated was qualified.

(2) An adopting employer has no reliance if the employer's adoption of the plan precedes the issuance of an advisory letter for the plan.

(3) An adopting employer can rely on an advisory letter only if the requirements of this section are met, and the employer's plan is identical to an approved Volume Submitter plan with a currently valid favorable advisory letter; that is, the employer has not added any terms to the approved Volume Submitter plan and has not modified or deleted any terms of the

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plan other than choosing options permitted under the plan or as provided below. Thus, for example, in the case of a VS plan, the employer's plan must be identical to the approved specimen plan except as the result of the employer's selection among options that are permitted under the terms of the approved specimen plan.

A plan will not fail to be identical to an approved Volume Submitter plan if:

- (a) the employer modifies or amends the plan to add or change a provision and/or to specify or change the effective date of a provision, provided the employer is permitted to make the modification or amendment under the terms of the approved specimen plan as well as under § 401(a) or 403(a), and, except for the effective date, the provision is identical to a provision in the approved plan;
- (b) the employer, sponsor or practitioner adopts an interim or discretionary amendment in accordance with section 21 or Rev. Proc. 2007-44; or
- (c) the employer adopts a model or sample amendment that the Service has indicated will not cause the plan to be treated as an individually designed plan.

For example, an employer is not required to restate its Volume Submitter plan in order to change options under the plan or to specify different effective dates. An adopting employer cannot rely on an advisory letter if the adopting employer has modified the terms of the plan's approved trust in a manner that would cause the plan to fail to be qualified under § 401(a).

The IRS approval provides no ruling on the taxability to participants of any picked-up contributions.

The name, address, and telephone number of the volume submitter practitioner, for any inquiries by an adopting employer, are as follows:

Pelion Benefits, Inc.

PO Box 110355

Research Triangle Park, NC 27709

888.532.7526

We will inform you of any amendments made to the Plan or of the discontinuance or abandonment of the Plan.

IN WITNESS WHEREOF, the Employer hereby causes this Plan to be executed on this _____ day
of _____, _____.

EMPLOYER:

LAMAR CONSOLIDATED I.S.D.

By: _____

Authorized Signature

Further, the Employer hereby appoints the below named as Trustee under the Plan. By
signature below the Trustee accepts appointment as Trustee effective the date of the Plan, if a new
plan, or the effective date of this Plan amendment, if this is an amendment of an existing Plan.

TRUSTEE:

Vint C. Butler

PELION BENEFITS, INC

Governmental 401(a) Special Pay Plan
Volume Submitter Basic Plan Document

Governmental 401(a) Special Pay Plan - Basic Plan Document

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Governmental 401(a) Special Pay Plan - Basic Plan Document

The Employer hereby establishes and adopts this Governmental 401(a) Special Pay Plan pursuant to Code Section 401(a) for the purpose of providing benefits for eligible Employees of the Employer and their beneficiaries effective as of the date indicated in the Adoption Agreement. It is intended that this Plan shall be a governmental plan under Section 3(32) of ERISA and shall therefore, be exempt from Title I of ERISA.

W I T N E S S E T H:

WHEREAS, the Employer desires to provide for the retirement of certain Employees employed by the Employer by establishing a defined contribution plan for those Employees who now or may hereafter qualify for participation therein; and

WHEREAS, the Employer is authorized to adopt the Plan.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

ARTICLE I

Definitions

1.1 **Account** or **Accounts** shall mean the aggregate of a Participant's Employer Contribution Account, Section 414(h) Pick-Up Contribution Account, Voluntary Contributions Account, Rollover Account, and/or such other accounts as the Plan Administrator may establish.

1.2 **Accumulated Leave** shall mean any sick leave or vacation leave accrued and unused by the Participant, as defined in the Adoption Agreement.

1.3 **Administrator** shall mean the Plan Administrator.

1.4 **Adoption Agreement** shall mean the agreement entered into by the Employer adopting the Governmental 401(a) Special Pay Plan.

1.5 **Anniversary Date** shall mean the last day of each Plan Year.

1.6 **Annual Additions** shall include, for any Limitation Year, the sum of:

(a) the amount of Employer Contributions and employee contributions allocated to the Participant during any Limitation Year under any qualified defined contribution plan maintained by the Employer;

(b) the amount of the Employee's contributions to any qualified defined contribution plan maintained by the Employer;

(c) any forfeitures allocated to the Participant under any qualified defined contribution plan maintained by the Employer;

(d) amounts allocated to an individual medical account, as defined in § 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are treated as annual additions to a defined contribution plan; and

(e) allocations under a simplified employee pension.

1.7 **Basic Plan Document** shall mean the Governmental 401(a) Special Pay Plan - Basic Plan Document set forth herein.

1.8 **Code** shall mean the Internal Revenue Code of 1986, as amended, or any successor statute. Reference to a specific section of the Code shall include a reference to any successor provision.

1.9 **Compensation** with respect to a Participant shall mean such Participant's compensation as specified in the Adoption Agreement that is paid during the applicable period. Except to the extent permitted by the Code, no Compensation in excess of the limit under Section 401(a)(17) of the Code (adjusted under such regulations as may be issued by the Secretary of the Treasury) shall be taken into account for any Employee. If a Plan Year consists of fewer than 12 months, the Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the Plan Year, and the denominator of which is 12.

For any plan year beginning after December 31, 2001, the annual compensation of each participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with § 401(a)(17)(B) of the Code. Annual compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

1.10 **Effective Date** of this Plan shall be the Effective Date as set forth in the Adoption Agreement.

1.11 **Eligible Employee** means any individual Employee of the Employer who meets the criteria set forth in Section 4.1, and is in one or more of the classifications of Employees specified in the Adoption Agreement. An Eligible Employee shall not include a Leased Employee as defined in Section 1.18.

1.12 **Employee** shall mean a common law employee of the Employer, except that it shall not include any individual who is characterized by the Employer as an independent contractor, regardless of whether such individual is later recharacterized by a court or the IRS as a common law employee. The term employee shall also include any Leased Employee as defined in Section 1.18

1.13 **Employer** shall mean the Employer identified in the Adoption Agreement, and any successor that shall maintain this Plan, and any predecessor that has maintained this Plan.

1.14 **Employer Contributions** shall mean Employer contributions to the Plan made pursuant to Section 5.1(a).

1.15 **Employer Contribution Account** shall mean an account established pursuant to Section 6.2 with respect to Employer Contributions made pursuant to Section 5.1(a).

1.16 **Group Annuity Contract** shall mean any group annuity contract established under the Plan from which benefits provided for by the Plan are to be paid or are to be funded.

1.17 **Insurer** shall mean the insurance company with which the Employer has entered into a Group Annuity Contract. Such insurance company shall be qualified to do business in the state in which the Employer is incorporated or organized.

1.18 **Leased Employee** means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with § 414(n)(6) of the Internal Revenue Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate

of at least 10 percent of compensation, as defined in § 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under § 125, § 402(e)(3), § 402(h)(1)(B) or § 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent of the recipient's nonhighly compensated work force.

1.19 **Limitation Year** shall mean the limitation year specified by the Employer in the Adoption Agreement. If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limitation multiplied by the following fraction: Number of months in the short limitation year/12. If the plan is terminated as of a date other than the last day of the limitation year, the plan is deemed to have been amended to change its limitation year and the maximum permissible amount shall be determined shall be prorated for the resulting short limitation year.

1.20 **Normal Retirement Age** means the date a Participant attains the age selected by the Employer as the Normal Retirement Age in the Adoption Agreement. At Normal Retirement Age a Participant shall become fully vested in his or her Account.

1.21 **Participant** shall mean any eligible Employee of the Employer who has become a Participant under the Plan. Participant shall include any former employee of the Employer who became a Participant under the Plan and who still has a balance in an Account under the Plan.

1.22 **Plan** shall mean this profit-sharing plan as described in the Adoption Agreement, as herein set forth, and as may be amended from time to time.

1.23 **Plan Administrator** shall mean the person specified in the Adoption Agreement as the plan administrator.

1.24 **Plan Year** shall mean the 12-month period set forth in the Adoption Agreement.

1.25 **Rollover Contributions Account** shall mean an account established pursuant to Section 6.2 with respect to Rollover Contributions made pursuant to Section 5.1(d).

1.26 **Section 414(h) Pick-Up Contribution Account** shall mean an account established pursuant to Section 6.2 with respect to Section 414(h) Pick-Up contributions made pursuant to Section 5.1(b).

1.27 **Section 415 Compensation** shall mean wages within the meaning of section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services

performed (such as the exception for agricultural labor in Code section 3401(a)(2)), plus amounts that would be included in wages but for an election under section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). **A differential wage payment shall be treated as a part of Section 415 Compensation for a payment made after December 31, 2008.** Amounts received by an employee pursuant to a nonqualified unfunded deferred compensation plan shall be treated as compensation in the year the amounts are actually received. Amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates shall not be included in compensation for the limitation year. Compensation shall include amounts paid within 2½ months after severance from employment (or the end of the limitation year that includes the date of severance) for regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; and amounts received by an employee pursuant to a nonqualified unfunded deferred compensation plan which would have been paid at the same time if employment had continued, but only to the extent includible in gross income. Compensation shall include post-severance compensation paid to any participant who is permanently and totally disabled.

1.28 **Terminated Participant** means a person who has been a Participant, but whose employment has been terminated other than by death, Total and Permanent Disability, or termination of employment after attainment of Normal Retirement Age.

1.29 **Total and Permanent Disability** shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. A licensed physician chosen by the Administrator shall determine the disability of a Participant. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of this Plan. The determination shall be applied uniformly to all Participants.

1.30 **Trust** shall mean the trust established by the Trust Agreement.

1.31 **Trust Agreement** shall mean the agreement providing for the Trust Fund as it may be amended from time to time.

1.32 **Trust Fund** shall mean any trust fund established under the Trust Agreement from which benefits provided for by the Plan are to be paid or are to be funded.

1.33 **Trustee** shall mean the individual, individuals or corporation designated as trustee under the Trust Agreement.

1.34 **Valuation Date** shall mean Anniversary Date and such other date(s) each year as may be selected by the Plan Administrator.

1.35 **Valuation Period** shall mean the period beginning with the first day after a Valuation Date and ending with the next Valuation Date; provided, however, that the first Valuation Period shall begin on the Effective Date of the Plan.

1.36 **Voluntary Contributions Account** shall mean an account established pursuant to Section 6.2 with respect to Voluntary Contributions made pursuant to Section 5.1(d)

ARTICLE II

Establishment of the Plan

2.1 **Exclusive Benefit.** This Plan is created for the sole purpose of providing benefits to the Participants. Except as otherwise permitted by law, in no event shall any part of the principal or income of the Plan be paid to or reinvested in the Employer or be used for or diverted to any purpose whatsoever other than for the exclusive benefit of the Participants and their beneficiaries.

2.2 **Mistake of Fact.** Notwithstanding the foregoing provisions of Section 2.1, any contribution made by the Employer to this Plan by a mistake of fact may be returned to the Employer within one year after the payment of the contribution, or at the Employer's discretion, such contribution plus earnings thereon may be used to reduce the Employer's contribution obligation for a subsequent year.

2.3 **Participants' Rights.** The establishment of this Plan shall not be considered as giving any Employee, or any other person, any legal or equitable right against the Employer, the Insurer or Trustee, or the principal or the income of the Plan, except to the extent otherwise provided by law. The establishment of this Plan shall not be considered as giving any Employee, or any other person, the right to be retained in the employ of the Employer.

2.4 **Qualified Plan.** This Plan is intended to qualify under the Code as a tax-qualified employees' plan and to be a governmental plan under Code section 414(d), and the provisions of this Plan are to be interpreted accordingly.

ARTICLE III
Plan Administrator

3.1 Administration of the Plan.

(a) The Plan Administrator shall control and manage the operation and administration of the Plan.

(b) (1) If the Employer is the Plan Administrator, it may appoint a committee to assist in the administration of the Plan, which shall serve at the pleasure of the Employer. The Employer may pay all usual and reasonable expenses of the committee in whole or part. Any members of the committee who are employees of the Employer shall not receive compensation with respect to their services for the committee.

(2) The committee may elect one of its members as chairman, appoint a secretary, who may or may not be a committee member, and advise the Insurer or Trustee of its actions in writing. The secretary shall keep a record of all meetings and forward necessary communications to the Employer or the Insurer or Trustee. The committee may adopt such by-laws and regulations as it deems desirable for the conduct of its affairs. All decisions of the committee shall be made by a vote of the majority, including actions taken in writing without a meeting.

(3) The committee and the individual members thereof shall be indemnified by the Employer against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

3.2 Powers and Duties.

(a) The Plan Administrator shall have complete control over the administration of the Plan herein embodied, with all powers necessary to enable it to carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Plan Administrator shall have the power and discretion to interpret or construe this Plan and to determine all questions that may arise as to the status and rights of the Participants and others hereunder.

(b) The Plan Administrator may promulgate such policies and make such rules and regulations for the proper administration of the Plan as it deems necessary.

3.3 **Direction of Insurer or Trustee.** It shall be the duty of the Plan Administrator to direct the Insurer or Trustee with regard to the distribution of benefits to the Participants and others hereunder.

3.4 **Conflict in Terms.** In the event of any conflict between the terms of this Plan and the Group Annuity Contract or Trust Agreement and the terms of any explanatory booklet or other description, the terms of this Plan and/or Group Annuity Contract or Trust Agreement shall control.

3.5 **Final Authority.** Except to the extent otherwise required by law, the decision of the Plan Administrator in matters within its jurisdiction shall be final, binding and conclusive upon each Employee and beneficiary and every other interested or concerned person or party.

3.6 **Appointment of Advisors and Delegation of Duties.**

(a) The Plan Administrator may appoint such accountants, counsel, specialists and other persons that it deems necessary and desirable in connection with the administration of this Plan.

(b) The Plan Administrator may designate one or more of its employees to perform the duties required of the Plan Administrator hereunder.

ARTICLE IV

Eligibility and Participation

4.1 **Eligibility and Participation.** Any Employee other than a Leased Employee who meets the eligibility requirements set forth in the Adoption Agreement shall be eligible to become a Participant in the Plan on the date provided in the Adoption Agreement. In the event an Employee who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant as of the date he or she becomes an Eligible Employee.

For purposes of the eligibility requirements set forth in the Adoption Agreement, a Participant shall be credited with one year for each 12 calendar month period in which the Participant was continuously employed by the Employer. A Participant shall receive credit for one-half year for any continuous 6-month period during which the Participant was continuously employed by the Employer.

For purposes of the vesting requirements set forth in the Adoption Agreement, a Participant shall receive one year of credit for each calendar year during which the Participant was continuously employed for at least 6 months during such calendar year.

A Participant who terminates employment shall forfeit all nonvested amounts immediately upon termination of employment.

4.2 **Former Eligible Employees.** In the event a Participant shall go from a classification of an Eligible Employee to a noneligible Employee (whether by reason of termination of employment or by reason of reclassification as an Employee other than an Eligible Employee), he shall become an inactive Participant and cease to be eligible for Contributions under Section 5.1 as of the date of such change. However, such Participant shall again be eligible to share in Contributions under Section 5.1 upon any date thereafter on which he again becomes an Eligible Employee.

ARTICLE V

Contributions to the Plan

5.1 **Method of Contributions.** Contributions to the Plan shall be made in the manner selected in the Adoption Agreement.

(a) **Employer Contributions.** The Employer shall contribute to the Plan the amount and form of contributions specified in the Adoption Agreement, subject to any limitations imposed under applicable law. Such contributions shall be allocated to the Participants' Employer Contributions Accounts in proportion to the value of their Accumulated Leave.

(b) **Section 414(h) Pick-Up Contributions.** Each Employee who is a Participant in this Plan shall contribute to the Plan the amount and form of contributions specified in the Adoption Agreement, subject to any limitations imposed under applicable law. The contributions made by each Employee under the Plan shall be designated as Employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Employees' gross income for federal income tax purposes. For all other purposes of the Plan, such contributions shall be considered mandatory employee contributions. Such contributions shall be allocated to the Participant's Section 414(h) Pick-Up Contributions Account.

(c) **Accumulated Leave Contributions.** Contributions of the value of Accumulated Leave can be made to the Plan only if the Accumulated Leave contributed is leave that will be lost or forfeited by the Employee unless contributed to the Plan and the Employee has no opportunity to receive the value of the Accumulated Leave in cash where such leave is not used.

(d) **Voluntary Employee Contributions.** A Participant may make Voluntary Contributions to the Plan of up to a percentage of the Participant's Compensation as indicated in the Adoption Agreement, subject to any limitations imposed under applicable law. Such contributions shall be allocated to the Participant's Voluntary Contributions Account.

(e) Rollover Contributions.

(1) If elected by the Employer in the Adoption Agreement and with the consent of the Administrator, amounts that are considered eligible rollover

distributions” in accordance with Code Section 402(c)(4) may be rolled over by an Eligible Employee, whether or not a Participant at the time, from an “eligible retirement plan.” The amounts rolled over from an eligible retirement plan shall be allocated to the Participant’s Rollover Contributions Account.

(2) For purposes of this Section, the term “eligible retirement plan” shall mean any other 401(a) plan, any 403(b) plan, and any governmental 457(b) plan, excluding after-tax employee contributions and any distributions from designated Roth accounts from such plans. For purposes of this Section, the term "amounts rolled over from an eligible retirement plan" shall mean:

- (i) amounts rolled to the Plan directly from another eligible retirement plan;
- (ii) distributions received by an Employee from another eligible retirement plan that are eligible for tax free rollover to a 401(a) plan and that are rolled over by the Employee to the Plan within sixty (60) days, following his receipt thereof;
- (iii) amounts rolled over to the Plan under subparagraphs (i) and (ii) by an Employee who is also a surviving spouse or a spouse or former spouse who is an alternate payee as defined in Code Section 414(p).

5.2 **Form and Timing of Contributions.** Payments on account of the contributions due shall be made in cash. The Employer may make such payments at any time, in accordance with the requirements of applicable laws.

5.3 **No Duty to Inquire.** Neither the Insurer nor the Trustee shall have a right or duty to inquire into the amount of any contribution made by the Employer or the method used in determining the amount of any such contribution, or to collect the same, but the Insurer or Trustee shall be accountable only for funds actually received by it.

ARTICLE VI

Participants' Accounts and Allocation of Contributions

6.1 **Investment of Accounts.** Pursuant to Article IX, the assets of the Plan shall be invested in either a Group Annuity Contract or Trust Fund, as determined by the Employer, in which each Participant shall have an undivided interest. Such investments shall be invested in accordance with applicable state law and the requirements of section 401(a)(2) of the Code.

6.2 **Establishment of Accounts.** The Plan Administrator shall establish and maintain with respect to each Participant Accounts that shall reflect the Participant's interest in the Group Annuity Contract or Trust Fund with respect to contributions made to the Plan. Such Accounts shall include the Employer Contributions Account, the Section 414(h) Pick-Up Account, the Voluntary Contributions Account, and/or the Rollover Account, to the extent that Contributions Allocable to such Accounts are provided for in Section 5.1 of the Plan. The Plan Administrator may establish such additional accounts as are necessary to reflect a Participant's interest in the Group Annuity Contract or Trust Fund.

6.3 **Interests of Participants.** The interest of a Participant in the Group Annuity Contract or Trust Fund shall be the balance based upon the value of the Accounts at the time of retirement or other separation from service after making the adjustments required in Section 6.4.

6.4 **Adjustments to Accounts.** Subject to the provisions of Section 6.5, a Participant's Account shall be adjusted from time to time as follows:

(a) As of each Valuation Date, each of a Participant's Accounts shall be credited or charged, as the case may be, with a share of the earnings of the Group Annuity Contract or Trust Fund for the Valuation Period ending with such current Valuation Date as follows:

(1) As of each Valuation Date, the portion of the Participant's Accounts shall be credited or charged, as the case may be, with the earnings attributable to the Participant's interest in the Group Annuity Contract or Trust Fund for the Valuation Period ending with such current Valuation Date. The earnings and losses of the plan will be allocated to each participant's account in the ratio that such account balance bears to all account balances.

(2) As of each Valuation Date that is the last day of the Plan Year or at such other times as determined by the Employer, the Accounts of a Participant

shall be credited with his share of the Contributions made with respect to the Plan Year ending with such Valuation Date. A Participant's share of the amount of the contribution for the Plan Year shall be determined pursuant to the provisions of Article V.

(b) As of each Valuation Date, each Account of a Participant shall be charged with the amount of any distribution made to the Participant or his beneficiary from such Account during the Valuation Period ending with such Valuation Date.

(c) For purposes of all computations required by this Article VI, the cash method of accounting shall be used, and the Group Annuity Contract or Trust Fund and the assets thereof shall be valued at their fair market value as of each Valuation Date.

(d) The Plan Administrator may adopt such additional accounting procedures as are necessary to accurately reflect each Participant's interest in the Group Annuity Contract or Trust Fund, which procedures shall be effective upon approval by the Employer. All such procedures shall be applied in a consistent, nondiscriminatory manner.

6.5 Limitation on Allocation of Contributions.

(a) Notwithstanding anything contained in this Plan to the contrary, the aggregate Annual Additions to a Participant's Accounts under this Plan and under any other defined contribution plans maintained by the Employer for any Limitation Year shall not exceed the lesser of \$40,000 (as adjusted under Section 415(d) of the Code) or 100% of the Participant's Section 415 Compensation.

(b) In the event that a) the Annual Additions, under the normal administration of the Plan, would otherwise exceed the limits set forth above for any Participant, and b) the Employer sponsors a Code Section 415(m) excess benefit plan, excess Annual Additions shall be contributed to the Employer's excess benefit plan.

ARTICLE VII
Benefits Under the Plan

7.1 Vesting.

(a) Upon a Participant's attainment of Normal (or early) Retirement Age, death, Total and Permanent Disability, or on termination of the Plan or complete discontinuance of contributions under the Plan, the vested portion of any Participant's Employer Contributions Account shall be 100%. Upon any other termination of a Participant's employment, the vested portion of any Participant's Employer Contributions Account shall be a percentage of such Account determined on the basis of the Participant's number of years in accordance with the vesting schedule selected by the Employer in the Adoption Agreement. A Participant is always fully vested in his Code Section 414(h) Pick-Up Contributions, Rollover Contributions and Voluntary Contributions.

(b) Any amount that is not vested will be considered to be a Forfeiture and will be used by the Employer for subsequent Employer Contributions or Employer Matching Contributions allocable under the Plan at the time described in the last paragraph of Section 4.1.

7.2 Distributions Under The Plan.

(a) Contributions and earnings under a Participant's **Section 414(h) Pick-Up Contribution Account** and Employer Contributions Account may not be distributed to a Participant (or, if applicable, the Beneficiary) until one of the following events has occurred:

- (1) attainment of Normal Retirement Age, regardless of whether the Participant has separated from service,
- (2) separation from service prior to Normal Retirement Age,
- (3) in the event of the Participant's death,
- (4) on termination of the Plan.

(b) Notwithstanding paragraph (a), amounts in a Participant's Rollover Contributions Account and Voluntary Contribution Account may be distributed at any time.

7.3 Termination Benefit.

(a) A Participant shall be entitled to a benefit under the Plan upon such Participant's termination of employment.

(b) Until a Participant receives a full distribution from the Plan he shall continue to be treated in all respects as a Participant.

(c) Upon the termination of employment of a Participant as provided in subsection (a) and subject to adjustment as provided in Section 8.4, such Participant shall be entitled to receive, at the time and in the manner described in Article VIII, a retirement benefit in an amount equal to the vested portion of the balance in his Accounts as of the Valuation Date concurring with or preceding the date of his termination, plus the amount of any contributions allocated subsequent to such Valuation Date.

7.4 Death Benefit.

(a) In the event of the death of a Participant and subject to adjustment as provided in Section 8.4, his beneficiary shall be entitled to receive, at the time and in the manner described in Article VIII, a death Benefit in an amount equal to 100% of the balance in his Account as of the Valuation Date concurring with or preceding the date of his death, plus the amount of any contributions allocated subsequent to such Valuation Date.

(b) At any time and from time to time, each Participant shall have the unrestricted right to designate a beneficiary to receive his death benefit and to revoke any such designation. Each designation or revocation shall be evidenced by written instrument filed with the Plan Administrator, signed by the Participant and bearing the signature of a witness to his signature. In the event that a Participant has not designated a beneficiary or beneficiaries, or if for any reason such designation shall be legally ineffective, or if such beneficiary or beneficiaries shall predecease the Participant, then the personal representative of the estate of such Participant shall be deemed to be the beneficiary designated to receive such death benefit, or if no personal representative is appointed for the estate of such Participant, then his next of kin under the statute of descent and distribution of the state of such Participant's domicile at the date of his death shall be deemed to be the beneficiary or beneficiaries to receive such death benefit.

(c) Notwithstanding the foregoing, effective with respect to deaths and disabilities occurring on or after January 1, 2007, in the case of a participant who dies while performing qualified military service, the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the plan had the participant resumed employment and then terminated employment on account of death.

ARTICLE VIII
Form and Payment of Benefits

8.1 Timing and Form.

(a) (1) Except as otherwise provided in this Article VIII, the amount of the termination or death benefit to which a Participant is entitled under Article VII shall be paid to him or, in the case of a death benefit, shall be paid to said Participant's beneficiary or beneficiaries as soon as practicable following the Participant's termination of employment or death.

(2) Notwithstanding paragraph (a)(1), above, a Participant may elect to defer the distribution of his benefit until any subsequent date elected by the Participant in writing pursuant to such procedures as the Administrator may adopt, but in no event later than the date described in subsection 8.1(b).

(b) Notwithstanding anything contained herein to the contrary, any distribution paid to a Participant pursuant to paragraph (a) (1) shall commence not later than April 1 of the year immediately following the calendar year in which the Participant reaches age 70½, or if later, April 1 of the year immediately following the calendar year in which the Participant terminates employment.

8.2 Manner of Payment.

(a) A Participant may choose a benefit distribution option as selected by the Employer in the Adoption Agreement.

(b) Each Participant shall have the right to designate a beneficiary for purposes of the optional form of benefit payment described in paragraph 8.2(a), above and to revoke any such designation. Each designation or revocation shall be evidenced by written instrument filed with the Plan Administrator and shall be effective upon filing with the Plan Administrator.

(c) In no event shall payment extend beyond the life or life expectancy of the Participant or the joint lives or life expectancies of the Participant and his designated beneficiary. If the Participant dies before receiving the entire amount payable to him, the balance shall be distributed to his designated beneficiary at least as rapidly as under the method being used prior to the Participant's death.

(d) In the case of a death benefit, payment

(1) to the designated beneficiary shall begin within one year following the Participant's death (unless the designated beneficiary is the Participant's spouse, in which case such benefit shall begin no later than the date the Participant would have reached 70½) and shall not, in any event, extend beyond the life or life expectancy of the designated beneficiary; or

(2) to any other beneficiary shall be totally distributed within five years from the date of the Participant's death.

(e) The Participant (or his spouse) shall be permitted to elect whether life expectancies will be recalculated for purposes of distributions hereunder.

(f) Notwithstanding the foregoing, payments under the Plan shall satisfy the incidental death benefit requirements and all other applicable provisions of Section 401(a)(9) of the Internal Revenue Code and the regulations issued thereunder. The interval between payments for the annuity shall be uniform over the entire distribution period and shall not exceed one year. The amount that is required to be distributed on or before the participant's required beginning date (or if the participant dies before the required beginning date, the date distributions are required to begin) shall be the payment that is required for one payment interval. Once payments have commenced over a period, the period may only be changed in accordance with A-13 of Treas. Reg. § 1.401(a)(9)-6. Life (or joint and survivor) annuity payments must satisfy the minimum distribution incidental benefit requirements of A-2 of Treas. Reg. § 1.401(a)(9)-6. Except as otherwise provided in Treas. Reg. § 1.401(a)(9)-6 (such as permitted increases described in A-14 of this Treas. Reg. § 1.401(a)(9)-6), all payments (whether paid over an employee's life, joint lives, or a period certain) also must be nonincreasing.

8.3 **Lump Sum Payment.** Notwithstanding anything contained in this Plan to the contrary, if the value of all of a Participant's Accounts is not more than \$1,000, such Accounts shall at the election of the Participant be paid in a lump sum as soon as practicable following the Participant's termination of employment.

8.4 **Periodic Adjustments.** To the extent the balance of a Participant's Accounts has not been distributed and remains in the Plan, and notwithstanding anything contained in the Plan to the contrary, the value of such remaining balance shall share in allocations of the income (or loss) under the Group Annuity Contract or Trust Fund pursuant to the provisions of Article VI.

8.5 **Minor Beneficiaries.** In the event a distribution is to be made to a minor, the Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift [Transfers] to Minors Act, to the extent that any distribution hereunder shall be permitted by the laws of the state in which Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Administrator, Employer, Plan, Trustee, and Insurer from further liability on account thereof.

8.6 **Location of Participant or Beneficiary Unknown.** In the event that all, or any portion of the distribution payable to a Participant or his beneficiary, hereunder shall remain unpaid after five (5) Plan Years solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his beneficiary, the amount so distributable shall be treated as a forfeiture. In the event a Participant or beneficiary of such Participant is located subsequent to his benefit being reallocated, such benefit shall be restored by an additional contribution by the Employer.

8.7 **Direct Rollovers.**

(a) Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a distributee's (as defined below) election under this paragraph, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution (as defined below) paid directly to an eligible retirement plan (as defined below) specified by the distributee in a direct rollover (as defined below).

(b) For purposes of this paragraph, the following terms shall have the following meanings:

(1) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9), and the portion of any distribution that is not included in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). Effective January 1, 2002, an eligible rollover distribution shall include post-tax employee contributions to the Plan. Any portion of a distribution that consists of after-tax employee contributions which are not includible in gross income may be transferred only to (1) a traditional individual retirement account or annuity described in § 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual retirement account or annuity described in § 408A of the Code (a "Roth IRA"); or (2) to a qualified plan or an annuity contract described in § 401(a) and § 403(b) of the Code, respectively, that agrees to separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), a tax-sheltered annuity plan described in Code section 403(b), a governmental section 457 plan, an Individual Retirement Account (IRA) other than a SIMPLE IRA, Roth IRA or Education IRA that accepts the distributee's eligible rollover distribution, or, for effective for distributions on or after January 1, 2009, a Roth IRA. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a domestic

relations order, to the extent that the order is one with which this Plan will comply pursuant to section 11.1.

(3) A distributee includes an Employee or former Employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a domestic relations order, to the extent that the order is one with which this Plan will comply pursuant to section 11.1, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006, a distributee includes the employee's or former employee's nonspouse designated beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated beneficiary for the purpose of receiving the distribution.

(4) A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

8.8 Loans to Participants. This Section shall apply only if selected by the Employer in the Adoption Agreement.

(a) The Provider may, in the Administrator's sole discretion, make loans to Participants under the following circumstances: (1) loans shall be made available to all Participants and Beneficiaries on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; and (4) shall provide for periodic repayment over a reasonable period of time.

(b) Loans made pursuant to this Section (when added to the outstanding balance of all other loans made by the Plan to the Participant) shall be limited to the lesser of:

(1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or

(2) one-half ($\frac{1}{2}$) of the present value of the non-forfeitable accrued benefit of the Employee under the Plan.

(c) For purposes of this limit, all plans of the Employer shall be considered one plan.

(d) Loans shall provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years. However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a principal residence of the Participant shall, provide for periodic repayment over a reasonable period to be determined by the Administrator of time that may exceed five (5) years.

(e) An assignment or pledge of any portion of a Participant's interest in the Plan and a loan, pledge, or assignment with respect to any Contract purchased under the Plan, shall be treated as a loan under this Section.

(f) Any security interest held by the Plan by reason of an outstanding loan to the Participant shall be taken into account in determining the amount of the death benefit or single lump-sum payment.

(g) A Participant loan program shall be established which must include, but need not be limited to, the following:

(1) the identity of the person or positions authorized to administer the Participant loan program;

(2) a procedure for applying for loans;

(3) the basis on which loans will be approved or denied;

(4) limitations, if any, on the types and amounts of loans offered;

(5) the procedure under the program for determining a reasonable rate of interest;

(6) the types of collateral which may secure a Participant loan; and

(7) the events constituting default and the steps that will be taken to preserve plan assets.

(h) Such Participant loan program shall be contained in a separate written document which, when properly executed, is hereby incorporated by reference and made a part of the Plan. Furthermore, such Participant loan program may be modified or amended in writing from time to time without the necessity of amending this Section of the Plan.

ARTICLE IX

Funding Vehicle and Expenses of Administration

9.1 **Funding Vehicle.** The Employer may establish either a Group Annuity Contract or Trust Fund to hold the Plan assets. The Insurer or Trustee shall hold the Plan assets for use in accordance with the Plan under the Group Annuity Contract or Trust Agreement, respectively. The Group Annuity Contract or Trust Agreement may from time to time be amended in the manner therein provided. Similarly, the Insurer or Trustee may be changed from time to time in the manner provided in the Group Annuity Contract or Trust Agreement.

9.2 **Expenses of Administration.**

(a) (1) The assets held in the Group Annuity Contract or Trust Fund may be used to pay all expenses of the administration of the Plan, including the Insurer's or Trustee's compensation, the compensation of any investment manager, the expense incurred by the Plan Administrator in discharging its duties, all income or other taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Group Annuity Contract or Trust Agreement, and any interest that may be payable on money borrowed by the Insurer or Trustee for the purpose of the Plan.

(2) The Employer may pay the expenses of the Plan and the Group Annuity Contract or Trust Fund. Any such payment by the Employer shall not be deemed a contribution to this Plan.

(b) Notwithstanding anything contained herein to the contrary, no excise tax or other liability imposed upon the Insurer or Trustee, the Plan Administrator or any other person for failure to comply with the provisions of any federal law shall be subject to payment or reimbursement from the assets of the Plan.

(c) For its services, any Insurer or Trustee shall be entitled to receive reasonable compensation in accordance with its rate schedule in effect from time to time for the handling of assets of the Plan.

ARTICLE X

Amendment and Termination

10.1 **Restrictions on Amendment and Termination of Plan.** The Employer specifically reserves to itself the right at any time, and from time to time, to amend or terminate this Plan in whole or in part; provided, however, that no such amendment:

(a) shall have the effect of vesting in the Employer, directly or indirectly, any interest, ownership or control in any of the present or subsequent funds held subject to the terms of the Group Annuity Contract or Trust Agreement;

(b) shall cause or permit any property held subject to the terms of the Group Annuity Contract or Trust Agreement to be diverted to purposes other than the exclusive benefit of the Participants and their beneficiaries or for the administrative expenses of the Plan Administrator and the Group Annuity Contract or Trust Fund;

(c) shall reduce the then vested interest of a Participant;

(d) shall reduce the Account of any Participant; or

(e) shall increase the duties or liabilities of the Insurer or Trustee without its written consent.

10.2 **Amendment of Plan.** Subject to the limitations stated in Section 10.1, the Employer shall have the power to amend this Plan in any manner that it deems desirable, and, not in limitation but in amplification of the foregoing, it shall have the right to change or modify the method of allocation of contributions hereunder, to change any provision relating to the administration of this Plan and to change any provision relating to the distribution or payment, or both, of any of the assets of the Plan. Such amendments may be applied to existing Participants in the Plan or to new Participants, or both, and may reduce future allocation of contributions even with respect to existing Participants.

10.3 **Merger or Consolidation of Plan.** In the event of a merger or consolidation with, or transfer of assets or liabilities to any other plan, benefits on a termination basis will be no less after the merger, consolidation, or transfer than before the merger, consolidation, or transfer.

10.4 **Termination of Plan.** The Employer, in its sole and absolute discretion, may terminate this Plan, completely or partially, at any time without any liability whatsoever for such complete or partial termination. In any of such events, the affected Participants, notwithstanding any other provisions of this Plan, shall have fully vested interests in the amounts credited to their respective

Accounts at the time of such complete or partial termination of this Plan. All such vested interests shall be nonforfeitable.

10.5 **Termination Procedure.** In the event the Employer decides to terminate this Plan, after payment of all expenses and proportional adjustments of individual Accounts to reflect such expenses and other changes in the value of the Group Annuity Contract or Trust Fund as of the date of termination, each affected Participant (or the beneficiary of any such Participant) shall then be entitled to receive any amount then credited to his Account in accordance with the form of payment prescribed by Article VIII.

10.6 **Initial Qualification of Plan.** Notwithstanding the provisions of Section 10.1, if it is finally determined that the Plan does not qualify under the Code, then, in that event, the Plan shall terminate as of the date of such final determination and the Plan Administrator shall direct the Insurer or Trustee to pay the then aggregate of the balances in the Accounts under the Plan to the appropriate Participants (provided such payment is made within one year after the date of the final determination). The Participants and their beneficiaries shall have no further rights under the Plan, and the Insurer or Trustee shall be discharged of all obligations and duties under the Plan.

ARTICLE XI

Miscellaneous

11.1 **Alienation.** Except to the extent permitted under this Plan and the Adoption Agreement in the case of Plan loans, no Participant or beneficiary of a Participant shall have any right to assign, transfer, appropriate, encumber, commute, anticipate or otherwise alienate his interest in this Plan or any payments to be made thereunder; no benefits, payments, rights or interests of a Participant or beneficiary of a Participant of any kind or nature shall be in any way subject to legal process to levy upon, garnish or attach the same for payment of any claim against the Participant or beneficiary of a Participant; and no Participant or beneficiary of a Participant shall have any right of any kind whatsoever with respect to the Group Annuity Contract or Trust Fund, or any estate or interest therein, or with respect to any other property or right, other than the right to receive such distributions as are lawfully made out of the Group Annuity Contract or Trust Fund, as and when the same respectively are due and payable under the terms of this Plan.

Notwithstanding the foregoing, in accordance with Code Section 414(p)(1) as modified by Code Section 414(p)(11), a Participant's benefit may be the subject of a domestic relations order between the Participant and the alternate payee (as defined in Code Section 414(p)(8)) if the order is determined by the Administrator to be a domestic relations order that would constitute a qualified domestic relations order if the Plan were not a governmental plan. The Administrator shall adopt reasonable procedures to determine the status of domestic relations orders and to administer the distributions thereunder. Distributions may be made immediately to an alternate payee pursuant to a domestic relations order before the date on which the Participant attains the earliest retirement age as defined in Code Section 414(p)(4)(B).

11.2 **Effect of Plan.** This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect that such discharge shall have upon him as a Participant of this Plan.

11.3 **Governing Law.** This Plan shall be administered, construed and enforced according to the state and local laws of the state specified in the Adoption Agreement, except to the extent such laws have been expressly preempted by federal law.

11.4 **Gender and Number.** Throughout this Plan, and whenever appropriate, the masculine gender shall be deemed to include the feminine and neuter; the singular, the plural; and vice versa.

11.5 **Military Service.** Notwithstanding any provision of this plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u).

11.6 **Claims Procedures.**

(a) Claims for benefits under the Plan may be made by a Participant or a beneficiary of a Participant on forms supplied by the Plan Administrator. Written notice of the disposition of a claim shall be furnished to the claimant by the Administrator within ninety (90) days after the application is filed with the Administrator, unless special circumstances require an extension of time for processing, in which event action shall be taken as soon as possible, but not later than one hundred eighty (180) days after the application is filed with the Administrator; and, in the event that no action has been taken within such ninety (90) or one hundred eighty (180) day period, the claim shall be deemed to be denied for the purposes of subsection 11.6(b). In the event that the claim is denied, the denial shall be written in a manner calculated to be understood by the claimant and shall include the specific reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of the material information, if any, necessary for the claimant to perfect the claim, an

explanation of why such material information is necessary and an explanation of the claim review procedure.

(b) If a claim is denied (either in the form of a written denial or by the failure of the Plan Administrator, within the required time period, to notify the claimant of the action taken), a claimant or his duly authorized representative shall have sixty (60) days after the receipt of such denial to petition the Plan Administrator in writing for a full and fair review of the denial, during which time the claimant or his duly authorized representative shall have the right to review pertinent documents and to submit issues and comments in writing. The Plan Administrator shall promptly review the claim and shall make a decision not later than sixty (60) days after receipt of the request for review, unless special circumstances require an extension of time for processing, in which event a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after the receipt of the request for review. If such an extension is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The decision of the review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the Plan provisions on which the decision is based.

IN WITNESS WHEREOF, this Plan has been executed this _____ day of _____, 20__.

By: _____
EMPLOYER

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Adoption Agreement

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**Volume Submitter Basic Trust Document for
Governmental 401(a) Special Pay Plan**

Governmental 401(a) Special Pay Plan Trust Agreement

ARTICLE I

General Duties of the Trustees

Investment, Administration and Payments

1.1 - General Duties of the Trustees - It shall be the duty of the Trustees to hold the funds and assets delivered to them from time to time pursuant to the terms of the Governmental 401(a) Special Pay Plan (a Volume Submitter plan) and any and all funds derived therefrom (all of which are sometimes hereinafter referred to generally as the "Trust Fund"), subject to the terms hereof and upon the uses and trust and for the purposes herein set forth; and, as provided in Section 1.4 hereof, to make payments out of the funds at any time held by them under this Agreement. The Trustees shall be authorized to receive assets that were held under a qualified trust or qualified custodian arrangement. The Trustees shall be responsible only for such funds and assets as shall actually be received by them as Trustees hereunder. It shall not be the duty of the Trustees to compute any amount that should be paid to them pursuant to the Plan or to enforce collection of such funds or to require the delivery to them of any such assets. In addition, the Trustees shall in no way assume responsibility with respect to the adequacy of the assets of the Trust being sufficient to fund the obligations of the Plan. The Trustees shall suitably record in their books and accounts pertaining to the Trust and the Trust Fund the contributions received from them by the Plan.

1.2 - Investment of Trust Fund - The Trustees shall from time to time proceed to invest and reinvest the contributions and any accretions thereto, whether capital gains or income or both, coming into their hands as Trustees under the Plan. Subject to any investment restrictions under applicable law, the Trustees shall exercise the power of investment as in their sole judgment and discretion they deem to be in the best interest of the Trust Fund and of the Participants under the Plan and their Beneficiaries. Investments and reinvestments of the contributions under the Plan, of any accretions thereto, whether capital gains or income or both and of the proceeds from the sale, pledge, lease or other disposition of any assets of the Trust Fund may be made in stocks, bonds, and other securities, in any other type of personal property, in common trust funds or collective investment funds of any bank, in real property, and in evidences of debt secured by personal or real property. Investments may be made in loans to Participants, in accordance with the terms of the Plan. In investing and reinvesting the Trust Fund, the Trustees shall not be confined to the class of investments prescribed for trustees or fiduciaries generally, so long as the investment does not violate applicable law. The Employer may delegate to an Investment Manager, appointed under the provisions of Section 2.4, the management of the investment of any or all of the assets of the Trust Fund. The Investment Manager, as to the assets he is managing, shall have the same

powers as are given the Trustees under ARTICLE I. The responsibility for the management of any assets for which the Investment Manager is not responsible shall remain with the Trustees.

1.3 - Administration of Trust Fund - In administering the Trust Fund, the Trustees shall be specifically authorized, in their discretion:

(a) To sell, exchange, transfer, or grant options with respect to any real or personal property at any time held by them, by private contract, public auction, or otherwise, for cash or upon credit, as the Trustees may deem advisable; and no person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any sale or other disposition.

(b) To acquire any real estate through foreclosure, liquidation or other salvage of any investment previously made by them; to hold such real estate pending liquidation thereof at such time, in such manner, and upon such terms as the Trustees may deem advisable; to manage, operate, repair, improve, partition, mortgage, or lease such real estate, upon such terms as the Trustees may deem advisable; and to use other Trust assets for any of such purposes.

(c) To compromise, compound and settle any obligation due to or from them as Trustees hereunder; to reduce the rate of interest or extend or otherwise modify such obligation; or to foreclose upon default or otherwise enforce such obligation.

(d) To vote in person or by proxy any stocks, bonds, or other securities held by them; to exercise any options appurtenant thereto for the conversion thereof into other stocks, bonds or securities; to exercise any rights to subscribe for additional stocks, bonds or other securities and to make any and all necessary payments therefor; and to join in, dissent from, or oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which they may be interested as Trustees.

(e) To accept and hold any securities or other property received by them under the provisions of ARTICLE I, whether or not the Trustees would be authorized hereunder then to invest in such securities.

(f) To make, execute, acknowledge and deliver any and all deeds, leases, assignments and instruments.

(g) To borrow or raise monies for the purposes of the Trust from any person or persons, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the Trust Fund; and no person loaning money to the Trustees shall be bound to see to the application of the money loaned or to inquire into the validity, expediency or propriety of any such borrowing.

(h) To cause any investments from time to time held by them to be registered in, or transferred to, their name as Trustees or the name of their nominee or nominees or to retain such instruments unregistered or in form permitting transfer by delivery; but the books and records of the Trustees shall at all times show that all such investments are part of the Trust Fund.

(i) To hold any property at any place.

(j) To appoint such agents, including counsel, as they may deem advisable for the administration of the Trust.

(k) To do all such acts, execute all such instruments, take all such proceedings and exercise all such rights and privileges with relation to any assets constituting a part of the Trust Fund as are necessary to carry out the purposes of this Agreement.

Wherever it is used in this Agreement the term "securities" shall include bonds, mortgages, deeds of trust, security interests, debentures, participations, notes, obligations, warrants and stocks of any class, and part interest therein, and such other evidences of indebtedness and certificates of interest as are usually referred to by the term "securities," and the term "property" shall include real, personal and mixed property, tangible or intangible, improved or unimproved, encumbered or unencumbered, subordinated or unsubordinated, of any kind and wherever located, and part interests therein, including air rights, leaseholds or other interests of any kind in real property including securities and also including interests in any fund that shall be or shall have been created and administered by the Trustees for the collective investment of the property of employee benefit trusts of which the Trustees hereunder are the Trustees. To the extent that property of the Trust Fund is invested in any such collective investment fund, the declaration of trust pertaining to such fund and the trust fund thereby created shall be a part of this Agreement and of the applicable Plan; and for the purposes of any valuation of the Trust Fund or any valuation of the interest or of the account of any Employee or beneficiary under the Plan, the interest of the trust hereby created in such collective investment fund shall be valued at the times and in the manner prescribed by the declaration by which such fund was created.

1.4 - Payments from Trust Fund - The Trustees shall make payments from the Trust Fund as provided for under the provisions of the Plan so that it shall be impossible, at any time prior to the satisfaction of all liabilities under the Plan with respect to Employees of the Employer and their Beneficiaries, for any part of the Trust Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Employees or their Beneficiaries. The Trustees shall have no responsibility with respect to any payment made, pursuant to such directions, to the Employer, to any paying agent, or to any other person, and any payment so made shall be held in trust by the recipient until disbursed in accordance with the terms of the applicable Plan. Payments by the Trustees may be made by their check

to the order of the payee and mailed to the payee at the address last furnished to the Trustees by the Employer or by the payee, or if no such address has been so furnished, to the payee in care of the Employer. The Trustees shall have no duty to locate any payee.

1.5 - Segregation by Bookkeeping Only - The Trustees may commingle for investment purposes assets held on behalf of a Participant under the Plan and/or assets held on behalf of any two or more Participants, but the Trustees shall keep such bookkeeping records as they deem advisable to maintain a current record of the amounts held in each account of each Participant. On each Valuation Date, if there is not actual and physical segregation of the assets, there shall be added to or deducted from the accumulation of said amount a proportionate part of the increase or decrease in value of the commingled assets; the proportion to be in the ratio which each commingled account at the Valuation Date in question bears to the total of all accounts which are commingled on said date.

1.6 - Advice of Counsel and Agents - The Trustees may from time to time consult with counsel of their own selection (including counsel to the Employer) and shall be fully protected with respect to any action taken or omitted in good faith upon such counsel's advice. The Trustees may also consult with or employ accountants or other expert assistants and shall be fully protected in acting upon their advice. The compensation and fees charged by all such persons for their services shall be deemed to be an expense of the administration of the Trust, which shall be paid from the Trust Fund. Should the Trustees for any reason fail to pay such compensation or fees, the Employer shall pay the same.

1.7 - Record Keeping - The Trustees shall keep accurate and detailed accounts of all investments, receipts and disbursements, and other transactions hereunder, and all such accounts and the books and records relating thereto shall be open to inspections at all reasonable times by the Employer or persons designated by them. Within ninety (90) days following the end of each Plan Year, and within ninety (90) days following the effective date of the resignation or removal of a Trustee, as provided in Section 2.3, the Trustees shall render a statement of their accounts and proceedings for the twelve (12) months preceding the end of the Plan Year or the period in the Plan Year preceding the effective date of the change in the trusteeship, as the case may be. One such statement shall remain on file in the office of the Trustees and duplicates thereof shall be transmitted to the Employer. The statement shall be available for inspection at the Employer's office by all persons having an interest in the Trust Fund. Each such statement shall state the resources and liabilities of and income and expenditures from the Trust Fund, as of the end of the period for which it was prepared; and such other data as may be available to the Trustees and of information to the Participants. The Trustees shall provide such information to any or all of the above and their agents at such times as may be required to comply with the reporting and disclosure requirements.

Notwithstanding the foregoing, the Trustees and the Employer, or each of them, shall have the right to apply at any time to a court of competent jurisdiction for the judicial settlement of the Trustees' account, and in any such case it shall be necessary to join as parties thereto only the Trustees and the Employer; and any judgment or decree which may be entered therein shall be conclusive upon all persons having any interest in the Trust Fund or under the Plan.

1.8 Degree of Care – Limitations of Liability - The Trustee shall not be liable for any losses incurred by the Fund by any direction to invest communicated by the Employer, Plan Administrator, investment manager appointed pursuant to Article 2.4 or any Participant or beneficiary. The Trustee shall be under no liability for distributions made or other action taken or not taken at the written direction of the Plan Administrator. It is specifically understood that the Trustee shall have no duty or responsibility with respect to the determination of matters pertaining to the eligibility of any Employee to become a Participant or remain a Participant hereunder, the amount of benefit to which a Participant or beneficiary shall be entitled to receive hereunder, whether a distribution to Participant or beneficiary is appropriate under the terms of the Plan or the size and type of any policy to be purchased from any Insurer for any Participant hereunder or similar matters; it being understood that all such responsibilities under the Plan are vested in the Plan Administrator.

ARTICLE II

Taxes, Compensation and Expenses of Trustees

Appointment – Tenure

2.1 - **Taxes** - Any taxes lawfully assessed upon or with respect to the Trust Fund shall be a charge against the Trust Fund and shall be paid by the Trustees in the usual course of business, provided, however, that if the Trustees, upon the advice of counsel, believe any particular tax to be unlawfully assessed, they may refrain from paying the same and may contest the validity thereof in such manner as they shall deem appropriate. The words “tax” or “taxes” used in this paragraph shall include interest and penalties imposed with respect thereto.

2.2 - **Compensation - Expenses** - Any Trustee who is not an Employee shall receive each year such compensation as is agreed between the Employer and the Trustee. However, any Trustee who is an Employee of the Employer shall receive no compensation for his services as such Trustee. In addition, the Trustees, whether or not they are Employees of the Employer, shall be entitled to receive reimbursement for all reasonable expenses incurred by them.

Such compensation and expenses shall be a charge upon the Trust Fund and shall be withdrawn from the Trust Fund by the Trustees unless the amount of such compensation and expenses shall be separately paid by the Employer.

2.3 - **Appointment - Tenure** - Each Trustee may resign by giving thirty (30) days’ written notice to the Employer. Any Trustee may be removed for any or no reason, the removal to be by resolution adopted by the governing body of the Employer, a copy of which shall be given to or mailed to the last known address of the Trustee being removed, which resolution shall specify the date on which the removal shall become effective. In the event of the death, resignation or removal of a Trustee, a successor shall be appointed as promptly as possible by the governing body of the Employer, which appointment shall become effective upon acceptance in writing of such appointment by the successor Trustee, which writing shall be filed with the Employer. Pending the appointment of and the execution and filing of the acceptance by any successor, the then acting or remaining Trustees hereunder shall have full power to act. The Employer also may appoint an additional Trustee or Trustees in the same manner as a successor Trustee. Every successor Trustee appointed to and accepting a trusteeship hereunder shall have all the rights, title, powers, duties, exemptions, and limitations of the original Trustees.

2.4 - **Investment Manager** - The Employer may appoint any person, firm or corporation to be an Investment Manager who: (a) has the power to manage, acquire or dispose of plan assets, (b) is registered as an investment adviser under the Investment Adviser’s Act of 1940, is a bank, as defined in that Act or an insurance company qualified to manage, acquire or dispose of plan assets under the laws of more than one state, and (c) who acknowledges in writing that he is a fiduciary with respect to the Plans. The

appointment shall be made in the same manner called for in Section 2.3. The Investment Manager shall hold office until its resignation or removal. The appointment of any Investment Manager shall become effective upon acceptance in writing by the Investment Manager. The Investment Manager shall be paid such reasonable compensation and shall be reimbursed for, or advanced on account of, such reasonable expenses, as may be mutually agreed upon between it and the Employer. Said compensation and expenses shall be paid to the Investment Manager out of the Trust Fund when approved by the Employer. The Employer reserves to itself the right to pay such remuneration and expenses. The powers of the Investment Manager shall be limited to those granted to it by the Employer in a written agreement between the Employer and the Investment Manager. The Investment Manager shall be paid such reasonable compensation and shall be reimbursed for, or advanced on account of, such reasonable expenses, as may be mutually agreed upon between it and the Employer. Said compensation and expenses shall be paid to the Investment Manager out of the Trust Fund when approved by the Employer. The Employer reserves to itself the right to pay such remuneration and expenses. The powers of the Investment Manager shall be limited to those granted to it by the Employer in a written agreement between the Employer and the Investment Manager.

ARTICLE III

Amendment and Termination

3.1 - **Amendment** - This Trust shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. The Employer shall have the right at any time and from time to time by resolution of its governing body to modify or amend this Agreement in whole or in part, in accordance with applicable law, except that the duties and responsibilities of the Trustees shall not be increased without their written consent; provided, however, that no such amendment shall become effective which makes it possible to divert any part of the Trust Fund for purposes other than the exclusive benefit of the Employees of the Employer and their Beneficiaries, except as may be permitted by law. The Secretary of the Employer shall file certified copies of the resolution of amendment with the Trustees; and the Employees shall be notified if any substantial provision of the Trust is changed by amendment. Any amendment shall be effective as of the date specified therein.

3.2 - **Termination** - This Trust shall continue for such time as may be necessary to accomplish the purpose for which it was created but it may be terminated and discontinued, in its entirety, or as it applies to the Plan, at any time by action of the governing body of the Employer. Notice of such termination shall be given to the Trustees by the Secretary of the Employer in the form of a certified copy of the resolution of the governing body in which it terminated the Plan and/or this Trust. Such termination of this Trust shall take effect as of the date contained in such resolution. If and when this Trust is terminated as aforesaid, the Trustees shall liquidate the Trust Fund with respect to the Plan and effect distribution thereof in accordance with the provisions of the Plan. Upon the approval of the account of the acts and transactions of the Trustees, either informally in the manner set forth in Section 1.7 hereof or by a court of competent jurisdiction, as may be required, and upon completing such liquidation and distribution, the Trustees shall be relieved from all further liability with respect to all amounts so paid and of all further duties and responsibilities hereunder. In any event, this Trust shall terminate when no property remains in the hands of the Trustees.

ARTICLE IV

Miscellaneous Provisions

4.1 - **Laws Governing - Invalidity** - This Trust shall be administered, construed and enforced according to the state and local laws of the state specified in the Adoption Agreement, except to the extent such laws have been expressly preempted by federal law. If any provision of this Trust shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Trust shall be construed and enforced as if such provision had not been included.

4.2 - **Employees' Trust** - This Trust Agreement, and the Plan of which it is a part, is for the exclusive benefit of the Employees of the Employer, Participants under the Plan and their Beneficiaries. Before the satisfaction of all liabilities to Participants or their Beneficiaries or as may be permitted by the Plan or by law no part of the corpus or income of the Trust created hereunder shall be used for or diverted to purposes other than for the exclusive benefit of such Employees, Participants or their Beneficiaries or defraying the reasonable expenses of this Trust and the Plan.

4.3 - **Spendthrift Clause** - No Participant shall have the right at any time to alienate or assign benefits provided under the Plan and held in this Trust. If any Participant shall attempt to alienate or assign his benefits, or should his benefits be attempted to be made subject to attachment, execution, garnishment, or other legal or equitable process, such legal or equitable process shall be void. This Section shall not apply if a Participant's benefits are subject to a Domestic Relations Order (as defined in Section 414(p) of the Code) entered on or after January 1, 1985 that would constitute a Qualified Domestic Relations Order but for the Employer's status as a governmental entity, in which case payment shall be made in accordance with the applicable requirements of such Domestic Relations Order.

4.4 - **Agreement Binding on Heirs** - This Agreement shall be binding upon the parties hereto and all Participants under the Plan established by the Employer, and upon their respective heirs, executors, administrators, successors, and assigns, and upon all persons having or claiming to have any interest of any kind or nature in or under this instrument.

4.5 - **All Copies Deemed Originals** - This Agreement may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original.

EMPLOYER

LAMAR CONSOLIDATED I.S.D.

By: _____
Title: _____
Date: _____

TRUSTEE

By: Vint C. Butler
Title: President, PELION BENEFITS, INC.
Date: _____

Comprehensive Specimen 403(b) Plan with Employer Contributions for Government Entities Adoption Agreement

EMPLOYER INFORMATION

Name of Adopting Employer Lamar Consolidated I.S.D.
Address 3911 Avenue I
City Rosenberg State TX Zip 77471
Telephone 281.341.3151 Adopting Employer's Federal Tax Identification Number 74-6002016
Adopting Employer's Tax Year End (specify month and day) 12/31
Name of Plan Lamar Consolidated I.S.D. 403b Plan
Plan Sequence Number _____ Account Number _____

Related Employers – If the Adopting Employer is part of a group of Related Employers, then such Related Employers will participate in this Plan only if listed on Attachment B, *Related Employer Participation Form*. Additions to or deletions from Attachment B, *Related Employer Participation Form*, do not constitute amendments to this Plan.

SECTION ONE: EFFECTIVE DATES

Complete Part A or B

Part A. **New Plan Effective Date**

This is the initial adoption of a 403(b) plan by the Adopting Employer.

The Effective Date of this Plan is _____.

The Effective Date for Elective Deferrals under this Plan, if different from above, is:

Pre-Tax Elective Deferrals (select one)

Option 1: The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

Option 2: _____ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date)

NOTE: If no option is selected, Option 1 will apply for Pre-Tax Elective Deferrals.

Roth Elective Deferrals (select one)

Option 1: The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

Option 2: _____ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date)

NOTE: If no option is selected, Option 1 will apply for Roth Elective Deferrals.

NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals (whether or not resulting from automatic enrollment), Nondeductible Employee Contributions, and Mandatory Employee Contributions, however, cannot be made available before the later of the date this Adoption Agreement is signed or the Effective Date for such contributions. Special effective dates that apply to Nondeductible Employee Contributions, Mandatory Employee Contributions or other Plan features, if applicable, are also listed on Attachment C, *Special Effective Dates*.

Part B. **Existing Plan Amendment or Restatement Date**

This is an amendment or restatement of an existing 403(b) plan (a Prior Plan).

The Prior Plan was initially effective on 01/01/2002.

The Effective Date of this amendment or restatement is 01/01/2009 (except as otherwise provided on Attachment C, *Special Effective Dates*, if applicable, or in the Basic Plan Document).

The Effective Date for Elective Deferrals under this Plan, if added by this amendment and different from above, is:

Pre-Tax Elective Deferrals (select one)

Option 1: The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

Option 2: _____ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date)

NOTE: If no option is selected, Option 1 will apply for Pre-Tax Elective Deferrals.

Roth Elective Deferrals (select one)

Option 1: The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

Option 2: _____ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date)

NOTE: If no option is selected, Option 1 will apply for Roth Elective Deferrals.

NOTE: The restatement Effective Date is generally the first day of the Plan Year in which this Adoption Agreement is signed. Notwithstanding the foregoing, Effective Dates for certain items (e.g., EGTRRA, and other government pronouncements) are governed by the dates specified in the Basic Plan Document. If Elective Deferrals, Nondeductible Employee Contributions, or Mandatory Employee Contributions are being made available for the first time as a result of this amendment or restatement, these contributions cannot be made available before the later of the date this Adoption Agreement is signed or the special effective date listed on Attachment C, Special Effective Dates. If different Effective Dates are selected for Pre-Tax and Roth Elective Deferrals, the Effective Date for Pre-Tax Elective Deferrals must be either the same date or an earlier date than that selected for Roth Elective Deferrals. Special effective dates that apply to other Plan features, if applicable, are also listed on Attachment C, Special Effective Dates.

SECTION TWO: ELIGIBILITY

Complete Parts A through F

NOTE: The eligibility requirements specified in this Section Two, Parts A, B, D, E and F, will only apply to Elective Deferrals if the Adopting Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code Section 403(b)(12) and the corresponding Treasury Regulations. Section Two, Part C, applies to Elective Deferrals regardless of whether the Adopting Employer maintains another plan for providing for elective deferrals. Eligibility requirements selected for Matching Contributions will also apply to Qualified Nonelective Contributions, if such contributions are made to the Plan. Eligibility requirements that apply to Elective Deferrals will also apply to Nondeductible Employee Contributions, if such contributions are permitted in the Plan.

Part A. Age and Years of Eligibility Service

1. **Age Requirement** – An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals and Mandatory Employee Contributions), receiving Matching Contributions, or receiving an allocation of any Employer Contribution, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining the following age (select and complete all that apply):

- Elective Deferrals – Age ____.
- Matching Contributions – Age ____.
- Employer Contributions – Age 55.
- Mandatory Employee Contributions – Age ____.

NOTE: If no age is specified above, there will be no age requirement.

2. **Years of Eligibility Service Requirement** – An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals and Mandatory Employee Contributions), receiving Matching Contributions, or receiving an allocation of any Employer Contribution, as applicable, made pursuant to Section Three of the Adoption Agreement (select and complete all that apply):

- No Years of Eligibility Service Required.
- Elective Deferrals.
- Matching Contributions.
- Employer Contributions.
- Mandatory Employee Contributions.
- After completing _____ consecutive Months of Eligibility Service (no more than 12) during which the Employee completes at least _____ Hours of Service.
- Elective Deferrals.
- Matching Contributions.
- Employer Contributions.
- Mandatory Employee Contributions.

NOTE: Employees not meeting the hours requirement within the initial number of months indicated in the Adoption Agreement will satisfy the Month of Eligibility Service requirement when they complete the number of Hours of Service required for a Year of Eligibility Service within the Eligibility Computation Period.

- After completing 1 Year of Eligibility Service.
 - Elective Deferrals.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- After completing 2 Years of Eligibility Service.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Other:
 - Elective Deferrals _____
 - _____
 - Matching Contributions _____
 - _____
 - Employer Contributions _____
 - _____
 - Mandatory Employee Contributions _____
 - _____

NOTE: If no Year of Eligibility Service requirement is selected for any contribution source, an Employee will become eligible to become a Participant upon date of hire with respect to such source.

Part B. Age and Years of Eligibility Service Waivers

1. Employees Employed as of the Effective Date

Will an Employee (other than an Employee who either is part of an excluded class of Employees or is employed by a Related Employer that does not participate in the Plan) employed as of the Effective Date(s) listed in Section One, Part A, of the Adoption Agreement who has not otherwise met the age and Years of Eligibility Service requirements listed above be considered to have met those requirements as of the Effective Date (select one)?

Option 1: Yes.

If Option 1 is selected, the waiver will apply to the following contributions (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Contributions.
- Mandatory Employee Contributions.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

2. Employees Employed as of a Specified Date

Will an Employee (other than an Employee who either is part of an excluded class of Employees or is employed by a Related Employer that does not participate in the Plan) employed on _____ (specify a month, day, and year) who has not otherwise met the age and Years of Eligibility Service requirements be considered to have met those requirements (select one)?

Option 1: Yes.

If Option 1 is selected, the waiver will apply to the following contributions (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Contributions.
- Mandatory Employee Contributions.

Option 2: Not applicable.

NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and Years of Eligibility Service waivers will apply. This age and Years of Eligibility Service waiver may be used either when this Plan is adopted or when the Plan is subsequently amended (e.g., to add one or more types of contribution, to add a previously excluded group of Employees, etc.).

3. Mergers and Acquisitions

Will an Employee (other than an Employee who either is part of an excluded class of Employees or is employed by a Related Employer that does not participate in the Plan) employed on _____ (specify a month, day, and year) who 1) became an Employee as a result of a merger with or acquisition of the prior employer(s) listed below, and 2) has not otherwise met the age and Years of Eligibility Service requirements be considered to have met those requirements and be eligible to become a Participant in the Plan (select one)?

Option 1: Yes.

If Option 1 is selected, the waiver will apply to the following contributions (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Contributions.
- Mandatory Employee Contributions.

Prior Employer(s): _____

Option 2: Not applicable.

NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and Years of Eligibility Service waivers will apply. This age and Years of Eligibility Service waiver may be used either when this Plan is adopted or when a merger or acquisition occurs.

Part C. Exclusion of Certain Classes of Employees

1. Elective Deferrals

If Elective Deferrals are authorized in Section Three, Part A, all Employees shall be eligible to become Participants in the Plan for purposes of making Elective Deferrals except those Employees who (select all that apply):

- Are eligible to participate in a Code Section 401(k) plan maintained by the Employer in which Employees may make elective deferrals.
- Are eligible to participate in another Code Section 403(b) plan maintained by the Employer in which Employees may make elective deferrals.
- Are eligible to participate in a Code Section 457(b) plan.
- Do not wish to make Elective Deferrals of at least \$200 per year.
- Are non-resident aliens (within the meaning of Code Section 7701(b)(1)(B)) who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).
- Are students performing services described in Code Section 3121(b)(10) (generally, this refers to students who are enrolled and regularly attending classes offered by the Employer where the Employer is a school, college or university).
- Normally work fewer than 20 hours per week.

2. Matching Contributions, Employer Contributions and Mandatory Employee Contributions

All Employees shall be eligible to become Participants in the Plan for purposes of receiving Matching Contributions, Employer Contributions and Mandatory Employee Contributions, except those Employees who are (select all that apply):

- Non-resident aliens (within the meaning of Code Section 7701(b)(1)(B)) who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Treasury Regulation 1.410(b)-9. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Employees as the result of a transaction described in Code Section 410(b)(6)(C). Such Employee will be excluded during the period beginning on the date of the change in the member(s) of the group and ending on the last day of the first Plan Year beginning after the date of the change. A transaction described in Code Section 410(b)(6)(C) is an asset or stock acquisition, merger, or similar transaction involving a change in the employer of the employees of a trade or business.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.

- Students performing services described in Code Section 3121(b)(10) (generally, this refers to students who are enrolled and regularly attending classes offered by the Employer where the Employer is a school, college or university).
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Employees who normally work fewer than 20 hours per week.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Other: (Describe the classification(s) of Employees that will be excluded from the Plan.)
 - Matching Contributions (Describe the classification(s) of Employees that will be excluded from the Plan.)

 - Employer Contributions (Describe the classification(s) of Employees that will be excluded from the Plan.)
Employees whose eligible payment for unused accumulated leave does not exceed the value of such accumulated leave that can be contributed to the Lamar Consolidated I.S.D. Special Pay Plan (a Governmental 401(a) Special Pay Plan)
 - Mandatory Employee Contributions (Describe the classification(s) of Employees that will be excluded from the Plan.)

NOTE: A Related Employer will be excluded from the Plan unless such employer signs Attachment B, Related Employer Participation Form.

Part D. Entry Dates

NOTE: The immediate Entry Date option must be selected below for Elective Deferrals unless the Adopting Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code Section 403(b)(12) and the corresponding Treasury Regulations.

The Entry Dates shall be (select all that apply):

- Immediately – The day the age and Years of Eligibility Service requirements in Section Two, Part A, are satisfied.
 - Elective Deferrals.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Monthly – The first day of each month of the Plan Year.
 - Elective Deferrals.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Quarterly – The first day of the Plan Year and the first day of the fourth, seventh, and tenth months of the Plan Year.
 - Elective Deferrals.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Semi-Annually – The first day of the Plan Year and the first day of the seventh month of the Plan Year.
 - Elective Deferrals.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.
- Annually – The first day of the Plan Year.
 - Elective Deferrals.
 - Matching Contributions.
 - Employer Contributions.
 - Mandatory Employee Contributions.

- Other (define Entry Date(s)) _____
- Elective Deferrals _____
- Matching Contributions _____
- Employer Contributions _____
- Mandatory Employee Contributions _____

NOTE: If no Entry Dates are specified for a contribution source, semi-annual Entry Dates will apply to such source.

Part E. Hours Required For Eligibility Purposes

- _____ Hours of Service shall be required to constitute a Year of Eligibility Service.
- _____ Hours of Service (less than the number specified in Part E, item 1, above) must be exceeded to avoid a Break in Eligibility Service.

NOTE: If no hours are specified, 1,000 and 500 will apply for items 1 and 2, respectively unless the Elapsed Time method of determining service applies.

Part F. Eligibility Computation Period

An Employee's Eligibility Computation Period after their initial Eligibility Computation Period shall be (select one):

Option 1: The Plan Year commencing with the Plan Year beginning during their initial Eligibility Computation Period.

Option 2: The 12-consecutive month period commencing on the anniversary of their Employment Commencement Date.

NOTE: If no option is selected, Option 1 will apply.

SECTION THREE: CONTRIBUTIONS

Complete Parts A through E

Part A. Elective Deferrals

1. Authorization of Elective Deferrals

Will Elective Deferrals be permitted under this Plan (select one)?

Option 1: Yes (complete the following):

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

Suboption (a): Yes.

Suboption (b): No.

NOTE: If no suboption is selected, Suboption (b) will apply.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply. Complete the remainder of Part A only if Option 1 is selected.

2. Limits on Elective Deferrals

If Elective Deferrals are permitted under the Plan, a Contributing Participant may elect under a salary reduction agreement to have their Compensation reduced by the amount described below. Such amount shall be contributed to the Plan by the Employer on behalf of the Contributing Participant (select one):

Option 1: An amount equal to a percentage of the Contributing Participant's Compensation from _____ percent to _____ percent in increments of _____ percent.

Option 2: An amount of the Contributing Participant's Compensation not less than \$_____ and not more than \$_____.

Option 3: An amount equal to a percentage of the Contributing Participant's Compensation from _____ percent to _____ percent in increments of _____ percent, or an amount of the Contributing Participant's Compensation not less than \$_____ and not more than \$_____.

Option 4: An amount equal to a dollar amount or percentage of the Contributing Participant's Compensation not to exceed the limits imposed by Code Sections 402(g), 403(b), and 415.

For any taxable year, a Contributing Participant's combined Pre-Tax Elective Deferrals and Roth Elective Deferrals shall not exceed the limit contained in Code Section 402(g) in effect at the beginning of such taxable year and Code Section 403(b)(2) as modified by applicable law or regulation.

NOTE: If no option is selected, Option 4 will apply. Unless specified otherwise in the Adoption Agreement, bonuses shall be included in Compensation and will, therefore, be subject to a Participant's salary reduction agreement.

3. Catch-up Contributions

a. Age 50 Catch-up Contributions

Will eligible Contributing Participants be permitted to make Age 50 Catch-up Contributions pursuant to Plan Section 3.01(D)(1) (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply.

b. Special Code Section 403(b) Catch-up Contributions

Will eligible Contributing Participants be permitted to make Special Code Section 403(b) Catch-up Contributions pursuant to Plan Section 3.01(D)(2) if they have 15 years of service (as defined in Plan Section 3.01(D)(2)) with a qualified organization described in Code Section 402(g)(7) (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

4. Claiming Excess Elective Deferrals

A Participant who claims Excess Elective Deferrals for the preceding calendar year must submit their claim in writing to the Plan Administrator by (select one):

Option 1: March 1.

Option 2: Other (specify a date not later than April 15) _____.

NOTE: If no option is selected, Option 1 will apply. If Excess Elective Deferrals are not removed by April 15, they will be included in income when distributed and may be subject to a 10% early distribution penalty under Code Section 72(t).

5. Automatic Enrollment for Elective Deferrals

a. Authorization of Automatic Elective Deferrals

Will the automatic Elective Deferral enrollment provisions in Plan Section 3.01(E) apply (select one)?

Option 1: Yes, the Automatic Contribution Arrangement (ACA) provisions will apply.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply. Any elections made in the Adoption Agreement (e.g., the rate of Matching Contributions, or any vesting schedules that apply to such Matching Contributions) will also apply to the ACA option selected above. This may affect, for example, the total amount of Matching Contributions made by the Employer. Complete the remainder of this item 5 only if Option 1 is selected.

b. Employees Subject to Automatic Enrollment

The following Employees will be automatically enrolled in the Plan.

Option 1: New Employees.

Option 2: New Employees and current Employees.

NOTE: If no option is selected, Option 1 will apply.

c. Initial Amount of Automatic Elective Deferral

The following percentage or amount of each Eligible Employee's Compensation will be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral if Option 1 was selected in item 5(a) above (select and complete one):

Option 1: _____ Percent.

Option 2: \$ _____.

NOTE: If no option is selected, Option 1 will apply and three percent of Compensation will be withheld.

d. Automatic Deferral Increases

i. Will Elective Deferrals be increased automatically each year for Employees who are automatically enrolled under item 5(a) above (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

ii. If Option 1 is selected in item (d)(i) above, such increases will occur in the following increments (select one):

Option 1: _____ percent per year up to a maximum of _____ percent.

Option 2: \$ _____ per year up to a maximum of \$ _____.

Option 3: Other (specify) _____.

NOTE: If no option is selected, Option 1 will apply and annual increases will be made in increments of one percent of Compensation up to a maximum of ten percent of Compensation.

6. Separate Deferral Election for Bonuses

Instead of or in addition to making Elective Deferrals through payroll deduction, may a Contributing Participant make a separate deferral election on part or all of a bonus rather than applying the Contributing Participant's salary reduction agreement for Pre-Tax and/or Roth Elective Deferrals, if any, to the bonus (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply. A separate deferral election made with respect to a bonus shall not be subject to the limits described under the portion of this Adoption Agreement titled "Limits on Elective Deferrals" unless such limits are prescribed by the Code or related Treasury Regulations.

Part B. Mandatory Employee Contributions

1. Application of Mandatory Employee Contributions

Will Mandatory Employee Contributions be required under this Plan (*select one*)?

Option 1: Yes, as a condition of employment after meeting the eligibility requirements specified in Adoption Agreement Section Two. (*Complete the following:*)

The following percentage or amount of each Employee's Compensation will be automatically withheld and contributed to the Plan as a Mandatory Employee Contribution (*select and complete one*):

Suboption (a): _____ Percent.

Suboption (b): \$ _____.

NOTE: *If no suboption is selected, no Mandatory Employee Contributions will be required.*

Option 2: No.

NOTE: *If no option is selected, Option 2 will apply.*

Part C. Matching Contributions

NOTE: *If Matching Contributions are authorized in item 1 below, Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) must also be authorized in this Adoption Agreement Section Three.*

1. Authorization of Matching Contributions

Will the Employer make Matching Contributions to the Plan on behalf of a Qualifying Contributing Participant (*select one*)?

Option 1: Yes, with respect to the following types of contributions (*select all that apply*):

Suboption (a): Pre-Tax Elective Deferrals.

Suboption (b): Roth Elective Deferrals.

Suboption (c): Nondeductible Employee Contributions.

Suboption (d): Mandatory Employee Contributions.

NOTE: *If no Suboption is selected, Suboption (a) will apply.*

Option 2: No.

NOTE: *If no option is selected, Option 2 will apply. Complete the remainder of this Part C only if Option 1 is selected.*

2. Matching Contributions and Catch-up Contributions

Will Matching Contributions be made in accordance with the Matching Contribution formula specified in item 3 below, with regard to Age 50 Catch-up Contributions and Special Code Section 403(b) Catch-up Contributions (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 1 will apply.*

3. Matching Contribution Formula

If the Employer elected to make Matching Contributions in item 1 above, then the amount of such Matching Contributions made on behalf of a Qualifying Contributing Participant each Plan Year shall be (*select one*):

Option 1: Discretionary Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) which the Employer, in its sole discretion, determines from year to year. The amount, the allocation formula, and the percentage or dollar amount limit applicable to such match, if any, is at the complete and sole discretion of the Employer and may vary from year to year. Any Matching Contribution will be allocated in a nondiscriminatory manner based upon each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions).

Option 2: Percentage of Contribution Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) determined by the Qualifying Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) as specified in the matching schedule below.

Elective Deferral Percentage
Less than or equal to _____%

Matching Percentage
_____%

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year. (*Complete the applicable blank(s), if any*)

Option 3: Two-Tiered Percentage of Contribution Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) determined by the Qualifying Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____%	_____%
Tier 2	Greater than _____, but less than or equal to _____%	_____%

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year. (Complete the applicable blank(s), if any)

Option 4: Multi-Tiered Percentage of Contribution Match.

An amount equal to a percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) determined by the Qualifying Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____%	_____%
Tier 2	Greater than _____, but less than or equal to _____%	_____%
Tier 3	Greater than _____, but less than or equal to _____%	_____%
Tier 4	Greater than _____%	_____%

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year. (Complete the applicable blank(s), if any)

Option 5: Years of Service Match.

An amount equal to a percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) determined by the number of such Qualifying Contributing Participant's Years of (select one) Eligibility Vesting Service with the Employer as specified in the matching schedule below.

	<u>Years of Service</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____ years	_____%
Tier 2	Greater than _____, but less than or equal to _____ years	_____%
Tier 3	Greater than _____, but less than or equal to _____ years	_____%
Tier 4	Greater than _____ years	_____%

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year. (Complete the applicable blank(s), if any)

Option 6: Discretionary Match By Location or Business Classification.

Any Matching Contribution will be allocated in a nondiscriminatory manner based upon each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) which the Employer, in its sole discretion, determines from year to year for each separate location, or business classification. The amount, the allocation formula, and the percentage or dollar amount limit applicable to such match, if any, is at the complete discretion of the Employer and may vary for each location or business classification on a separate and individual basis.

Option 7: Other formula (Specify an amount equal to a percentage of the Elective Deferrals (and/or Nondeductible Employee Contributions or Mandatory Employee Contributions) of each Qualifying Contributing Participant entitled thereto.)

NOTE: If no option is selected, Option 1 will apply.

4. Qualifying Contributing Participants

A Contributing Participant will be a Qualifying Contributing Participant, and thus entitled to share in Matching Contributions for any Plan Year, only if the Participant has satisfied all of the eligibility requirements described in Section Two of this Adoption Agreement on at least one day of such Plan Year and satisfies the following additional conditions (*select one*):

Option 1: Hours of Service Requirement. The Contributing Participant completes at least _____ Hours of Service during the Plan Year. However, this condition will be waived for the following reason(s) (*select all that apply*):

- The Contributing Participant's Death.
- The Contributing Participant's Termination of Employment after having incurred a Disability.
- The Contributing Participant's Termination of Employment after having reached Normal Retirement Age.
- The Contributing Participant's Termination of Employment after having reached Early Retirement Age.
- The Contributing Participant is employed on the last day of the Plan Year.

Last Day Requirement. The Participant is an Employee of the Employer on the last day of the Plan Year. However, this condition will be waived for the following reason(s) (*select all that apply*):

- The Contributing Participant's Death.
- The Contributing Participant's Termination of Employment after having incurred a Disability.
- The Contributing Participant's Termination of Employment after having reached Normal Retirement Age.
- The Contributing Participant's Termination of Employment after having reached Early Retirement Age.
- The Contributing Participant's Termination of Employment after having completed at least _____ Hours of Service during the Plan Year.

Option 2: No additional conditions apply.

NOTE: *If no option is selected, Option 2 will apply.*

Part D. Employer Contributions

1. Authorization of Employer Contributions

Will the Employer make Employer Contributions to the Plan on behalf of Qualifying Participants (*select one*)?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 1 will apply. Complete the remainder of Part D only if Option 1 is selected.*

2. Contribution Formula (*select one*)

Option 1: Discretionary Formula. For each Plan Year the Employer may contribute an amount to be determined from year to year.

Option 2: Fixed Formula. _____ percent of the Compensation of all Qualifying Participants under the Plan for the Plan Year.

Option 3: Discretionary Formula By Location or Business Classification. For each Plan Year the Employer may contribute an amount to be determined from year to year and that amount may vary for each location or business classification on a separate and individual basis.

NOTE: *If no option is selected, Option 1 will apply.*

3. Allocation Formula

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants as follows (*select one*):

Option 1: Pro Rata Formula. In the ratio that each Qualifying Participant's Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year.

Option 2: Flat Dollar Formula. In the same dollar amount for each Qualifying Participant.

Option 3: Integrated Formula. Pursuant to the integrated allocation formula described in Plan Section 3.04(B)(2) (*select one*):

The integration level will be (*select one*):

Suboption (a): The Taxable Wage Base.

Suboption (b): \$ _____ (*a dollar amount less than the Taxable Wage Base*).

Suboption (c): _____ percent (*not more than 100 percent*) of the Taxable Wage Base.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 4: Uniform Points Formula. Employer Contributions shall be allocated to the Individual Accounts of Qualifying Participants in the ratio that each Qualifying Participant's points for the Plan Year bears to the total points of all Qualifying Participants for the Plan Year.

Each Qualifying Participant's points for the Plan Year shall be computed by adding the points determined under (a), (b) and (c) below (*specify a number for each item*):

(a) _____ points for each year of the Participant's age.

(b) _____ points for each of the Participant's Years of Eligibility Service (including years before this Plan or a Prior Plan was established).

(c) _____ points for each \$100 of the Participant's Compensation for the Plan Year.

4. Qualifying Participants

A Participant will be a Qualifying Participant, and thus entitled to share in an allocation of any Employer Contributions, as applicable, for any Plan Year, only if the Participant has satisfied all of the eligibility requirements described in Section Two of this Adoption Agreement on at least one day of such Plan Year and satisfies the following additional condition(s) (select one):

- Option 1:** Hours of Service Requirement. The Participant completes at least _____ Hours of Service during the Plan Year. However, this condition will be waived for the following reason(s) (select all that apply):
- The Participant's Death.
 - The Participant's Termination of Employment after having incurred a Disability.
 - The Participant's Termination of Employment after having reached Normal Retirement Age.
 - The Participant's Termination of Employment after having reached Early Retirement Age.
 - The Participant is employed on the last day of the Plan Year.
- Last Day Requirement. The Participant is an Employee of the Employer on the last day of the Plan Year. However, this condition will be waived for the following reason(s) (select all that apply):
- The Participant's Death.
 - The Participant's Termination of Employment after having incurred a Disability.
 - The Participant's Termination of Employment after having reached Normal Retirement Age.
 - The Participant's Termination of Employment after having reached Early Retirement Age.
 - The Participant's Termination of Employment after having completed at least _____ Hours of Service during the Plan Year.

Option 2: No additional conditions apply.

NOTE: If no option is selected, Option 2 will apply.

5. Contributions To Disabled Participants

Will a Participant who has incurred a Disability be entitled to an Employer Contribution pursuant to Plan Section 3.04(B)(1) and Code Section 415(c)(3)(C) (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

6. Contributions to Former Employees

Will a Participant who has incurred a Severance from Employment be entitled to receive an allocation of any Employer Contributions pursuant to Plan Section 3.04(B)(1) and Treasury Regulation 1.403(b)-4(d) (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected, Compensation for purposes of Employer Contributions allocated to a former Employee under this section shall mean their Includible Compensation. The amount, the allocation formula, and the class of former Employees eligible to receive Employer Contributions shall be determined by the Employer, in its sole discretion, from year to year.

Part E. Other Contributions

1. Rollover Contributions

May an Employee make rollover contributions to the Plan pursuant to Plan Section 3.05 (select one)?

Option 1: Yes.

Option 2: Yes, unless such Employee is part of any excluded class of Employees.

Option 3: Yes, but only after becoming a Participant.

Option 4: No.

NOTE: If no option is selected, Option 2 will apply.

a. Direct Rollovers

i. Sources of Eligible Rollover Distributions

The Plan will accept Direct Rollovers of Eligible Rollover Distributions from (select "Yes" or "No" to each of the following items by selecting the appropriate box):

- 1. A qualified plan described in Code Section 401(a) or 403(a). Yes No
- 2. An annuity contract described in Code Section 403(b). Yes No
- 3. An eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. Yes No

NOTE: If a box is not selected for an item, "Yes" will apply for such item.

ii. Rollover Exclusions

Will the Plan accept the following as Direct Rollovers (select "Yes" or "No" to each of the following items by selecting the appropriate box)?

1. Nondeductible Employee Contributions. Yes No
2. Roth Elective Deferrals. Yes No

NOTE: Item 2 may be selected only if the Plan permits Roth Elective Deferrals under Part A of this Section. If a box is not selected for an item, "No" will apply for such item.

b. Indirect Rollovers

i. Sources of Eligible Rollover Distributions

The Plan will accept Indirect Rollovers of Eligible Rollover Distributions from (select "Yes" or "No" to each of the following items by selecting the appropriate box):

1. A qualified plan described in Code Section 401(a) or 403(a). Yes No
2. An annuity contract described in Code Section 403(b). Yes No
3. An eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. Yes No

NOTE: If a box is not selected for an item, "Yes" will apply for such item.

ii. Rollover Exclusions

Will the Plan accept Indirect Rollover contributions of Roth Elective Deferrals (select one)?

Option 1: Yes.

Option 2: No.

NOTE: Indirect Rollover contributions may only consist of earnings attributable to Roth Elective Deferrals. If no option is selected, Option 2 will apply.

c. Rollover Contributions from IRAs

Will the Plan accept rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply.

2. Plan-to-Plan Transfer Contributions

May an Employee make transfer contributions to the Plan pursuant to Plan Section 3.06 (select one)?

Option 1: Yes, for current Employees, unless such Employee is part of any excluded class of Employees.

Option 2: Yes, for current and former Employees, unless such Employees are part of any excluded class of Employees.

Option 3: Yes, but only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

Option 4: No.

NOTE: If no option is selected, Option 4 will apply.

3. Nondeductible Employee Contributions

May an Employee who satisfies the eligibility requirements specified in Adoption Agreement Section Two for making Elective Deferrals make Nondeductible Employee Contributions pursuant to Plan Section 3.07 (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

SECTION FOUR: VESTING AND FORFEITURES
Complete Parts A through G

Part A. Vesting Schedule for Matching Contributions

A Participant will become Vested in the portion of their Individual Account derived from Matching Contributions, if applicable, made pursuant to Adoption Agreement Section Three as follows:

YEARS OF VESTING SERVICE	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/> (Complete if chosen.)
Less than One	100%	0%	_____ %
1	100%	0%	_____ %
2	100%	20%	_____ %
3	100%	40%	_____ %
4	100%	60%	_____ %
5	100%	80%	_____ %
6	100%	100%	_____ %
7	100%	100%	_____ %
8	100%	100%	_____ %
9	100%	100%	_____ %
10	100%	100%	100%

Part B. Vesting Schedule for Employer Contributions

A Participant will become Vested in the portion of their Individual Account derived from Employer Contributions, if applicable, made pursuant to Adoption Agreement Section Three as follows:

YEARS OF VESTING SERVICE	Option 1 <input checked="" type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/> (Complete if chosen.)
Less than One	100%	0%	_____ %
1	100%	0%	_____ %
2	100%	20%	_____ %
3	100%	40%	_____ %
4	100%	60%	_____ %
5	100%	80%	_____ %
6	100%	100%	_____ %
7	100%	100%	_____ %
8	100%	100%	_____ %
9	100%	100%	_____ %
10	100%	100%	100%

Part C. Measuring Period for Vesting

Years of Vesting Service will be measured over the following 12-consecutive month period (select one):

- Option 1:** The Plan Year.
Option 2: The 12-consecutive month period commencing with the Employee's Employment Commencement Date and each successive 12-month period commencing on the anniversaries of the Employee's Employment Commencement Date.
Option 3: Other (specify) _____

NOTE: If no option is selected, Option 1 will apply.

Part D. Year of Vesting Service

- _____ Hours of Service shall be required to constitute a Year of Vesting Service.
- _____ Hours of Service (less than the number specified in Part D, item 1, above) must be exceeded to avoid a Break in Vesting Service.

NOTE: If no hours are specified, 1,000 and 500 will apply for items 1 and 2, respectively.

Part E. Exclusion of Certain Years of Vesting Service

All of an Employee's Years of Vesting Service with the Employer are counted to determine the Vested percentage in the Participant's Individual Account except (select any that apply):

- Years of Vesting Service before the Employee reaches age 18.
 Years of Vesting Service before the Employer maintained this Plan or a predecessor plan.

Part F. Fully Vested Under Certain Circumstances

Will an Employee be fully Vested under the following circumstances (select "Yes" or "No" to each of the following items by selecting the appropriate box)?

- The Employee dies. Yes No
- The Employee incurs a Disability. Yes No
- The Employee satisfies the conditions for Early Retirement Age (if applicable). Yes No

NOTE: If a box is not selected for an item, "Yes" will apply for that item.

Part G. Allocation of Forfeitures

1. Matching Contributions

Forfeitures of Matching Contributions will be *(select one)*:

Option 1: Allocated to the Individual Accounts of the Participants specified below in the ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for such Plan Year.

The Participants entitled to receive allocations of such Forfeitures will be *(select one)*:

Suboption (a): Qualifying Contributing Participants.

Suboption (b): Qualifying Participants.

Suboption (c): All Participants.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2: Applied to reduce Employer Contributions.

NOTE: *If no option is selected, Option 2 will apply.*

2. Employer Contributions

Forfeitures of Employer Contributions will be *(select one)*:

Option 1: Allocated to the Individual Accounts of the Participants specified below in the manner described in Plan Section 3.04(B) (for Employer Contributions).

The Participants entitled to receive allocations of such Forfeitures will be *(select one)*:

Suboption (a): Qualifying Participants.

Suboption (b): All Participants.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2: Applied to reduce Employer Contributions.

NOTE: *If no option is selected, Option 2 will apply.*

NOTE: *Pursuant to Plan Section 3.04(C) and notwithstanding the elections made above, the Employer may first apply Forfeitures to the payment of the Plan's administrative expenses in accordance with Plan Section 7.04.*

SECTION FIVE: DISTRIBUTIONS

Complete Parts A through E

Part A. Eligibility for Distributions *(Answer each of the following items.)*

1. Cashout Distributions upon Severance from Employment

For purposes of applying the cashout rules in Plan Section 4.01(B), the cashout level will be *(select one)*:

Option 1: \$5,000.

Option 2: \$1,000.

Option 3: \$200.

Option 4: \$_____ *(specify an amount less than \$1,000).*

Option 5: Not Applicable. The cashout distribution provisions in Plan Section 4.01(B)(1) will not apply.

NOTE: *If no option is selected, Option 2 will apply. A cashout level exceeding \$1,000 will subject the Plan to the automatic rollover requirements of Code Section 401(a)(31)(B) as described in Plan Section 5.01(B).*

2. Rollovers Disregarded in Involuntary Cashouts

Will rollover contributions be included in determining the value of a Participant's Vested Individual Account for purposes of Plan Sections 5.01 and 5.04 *(select one)*?

Option 1: Yes.

Option 2: No.

NOTE: *If no option is selected, Option 1 will apply. If Option 2 is selected, the Plan may be subject to the automatic rollover rules pertaining to cashout amounts described in Plan Section 5.01 even if the cashout amount is \$1,000 or less.*

3. Distribution Events (Select the criteria that a Participant must satisfy to be eligible for a distribution from the Plan.)

Distribution Event	Elective Deferrals	Employer Contributions	Matching Contributions	Employer Contributions	Matching Contributions
		Annuity Contracts	Annuity Contracts	Custodial Accounts	Custodial Accounts
Upon Severance from Employment				X	
Upon incurring a Disability				X	
Upon attainment of age 59½				X	
Upon attainment of Normal Retirement Age before Severance from Employment (an option for Elective Deferrals and custodial account distributions only if Normal Retirement Age is greater than age 59½)				X	
Upon attainment of age: (must be at least age 59½ for Elective Deferrals and custodial account distributions)					
Upon Severance from Employment and attainment of age:				X	
After contributions have been allocated to the Plan for a period of years equal to (must be at least two):	N/A			N/A	N/A
After participating in the Plan for a period of years equal to (must be at least five unless the applicable contributions have been allocated to the Plan for at least two years as specified in the box above) :	N/A			N/A	N/A
After participating in the Plan for a period of years equal to (a) and attainment of age (b) (must be at least age 59½ for Elective Deferrals and custodial account distributions)	(a) (b)	(a) (b)	(a) (b)	(a) (b)	(a) (b)
After becoming 100% Vested, after participating in the Plan for a period of years equal to (a) and attainment of age (b) (must be at least age 59½ for Elective Deferrals and custodial account distributions)	(a) (b)	(a) (b)	(a) (b)	(a) (b)	(a) (b)
On account of hardship				N/A	N/A
At any time with respect to pre-1989 Elective Deferrals in an annuity contract		N/A	N/A	N/A	N/A
At any time with respect to pre-2009 Employer Contributions and Matching Contributions in an annuity contract	N/A			N/A	N/A

NOTE: Place an "x" or enter the specific criteria (e.g., age, years of participation, etc.) in each box, as applicable. A Participant need only satisfy one of the criteria to be eligible for a distribution. If no selections or entries are made in the table above, Plan Section 5.01 will apply in determining whether a Participant is entitled to a distribution. Plan Section 5.01(C)(2) sets forth the conditions for a hardship distribution. Use Attachment A, Protected Benefits and Prior Plan Provisions, to preserve any additional distribution options available in a Prior Plan.

4. Miscellaneous Distribution Issues

a. Withdrawals of Rollover Contributions

Will a Participant be entitled to request a distribution of their rollover contributions at any time, provided the rollover contributions have been properly segregated (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply.

b. Withdrawals of Transfer Contributions

Will an Employee be entitled to request a distribution of their transfer contributions at any time subject to the restrictions of Plan Section 5.01 (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply.

Part B. Form of Distribution (All forms of distribution shall be subject to the terms of the Funding Vehicles. Answer each of the following items.)

All forms of distribution shall be subject to the terms of the Individual Agreements. (Answer each of the following items.)

1. Individual Account Balances of \$1,000 or Less

If permitted, cashout distributions of \$1,000 or less that are Eligible Rollover Distributions and are made to terminated Participants pursuant to Plan Section 5.01(B) shall be (select one):

Option 1: Paid in a lump sum distribution.

Option 2: Paid in a Direct Rollover to an individual retirement account (as defined in Code Sections 408(a), 408(b) or 408A).

NOTE: If no option is selected, Option 1 will apply.

2. Individual Account Balances Exceeding \$1,000

a. Lump Sum

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account in a lump sum, subject to Plan Section 5.02 (select one)?

Option 1: Yes.

Option 2: No.

b. Partial Payments

Will a Participant be entitled to request a partial distribution of the Vested portion of their Individual Account, subject to Plan Section 5.02 (select one)?

Option 1: Yes.

Option 2: No.

c. Installment Payments

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account over a period not to exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and their designated Beneficiary, subject to Plan Section 5.02 (select one)?

Option 1: Yes.

Option 2: No.

d. Annuity Contracts

Will a Participant be entitled to apply the Vested portion of their Individual Account toward the purchase of an annuity contract, subject to Plan Section 5.02 (select one)?

Option 1: Yes.

Option 2: No.

NOTE: Option 1 must be selected for at least one of items (a) through (d) in Part B, item 2 above. If Option 1 is not selected for at least one of items (a) through (d) above, then Option 1 will apply for items (a) and (b). If this Plan is restating a Prior Plan, the forms of distribution under this Plan must generally be at least as favorable as under the Prior Plan.

Part C. Timing of Distributions

If a Participant dies, incurs a Disability, attains Normal Retirement Age, or has a Severance from Employment, and a distributable event has occurred, distributions shall commence, subject to the terms of the Funding Vehicles, as soon as administratively feasible following (select one):

Option 1: The date the Participant (or Beneficiary of a deceased Participant) requests a distribution.

Option 2: The next valuation date after the Participant (or Beneficiary of a deceased Participant) requests a distribution.

Option 3: The last day of the Plan Year within which the Participant (or Beneficiary of a deceased Participant) requests a distribution.

Option 4: The last day of the Plan Year within which the Participant (or Beneficiary of a deceased Participant) requests a distribution or the Participant requests a distribution and incurs _____ (not more than five) consecutive one-year Breaks in Vesting Service, whichever is later.

NOTE: If no option is selected, Option 1 will apply.

Part D. Loans

May a Participant request a loan pursuant to Plan Section 5.11 (select one)?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

Part E. Required Minimum Distributions

1. Election to Apply Five-Year Rule to Distributions to Designated Beneficiaries

Will Designated Beneficiaries be required to take distributions according to the five-year rule (select one)?

Option 1: Yes. If the Participant dies before distributions have begun and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in Plan Section 5.05(D)(2), but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to either the Participant or the surviving Spouse have begun, this election will apply as if the surviving Spouse were the Participant.

Option 2: No.

NOTE: If no option is selected, Option 2 will apply.

If applicable, this item 1 shall apply to (select one):

Option 1: All distributions.

Option 2: The following distributions (specify): _____

NOTE: If no option is selected, Option 1 will apply.

2. Election to Permit Participants or Beneficiaries to Elect Five-Year Rule

Will Participants or Designated Beneficiaries be permitted to elect, on an individual basis, whether the five-year rule or the life expectancy rule applies (select one)?

Option 1: Yes. Participants or Beneficiaries may elect on an individual basis whether the five-year rule or the life expectancy rule in Plan Section 5.05(D)(2) applies to distributions after the death of a Participant who has a Designated Beneficiary.

Option 2: No. Distributions will be made in accordance with Plan Section 5.05(D)(2) and, if applicable, item 1 above.

NOTE: If no option is selected, Option 1 will apply. If Option 1 in Part E, item 1 above is selected, Option 2 in Part E, item 2 must be selected.

SECTION SIX: DEFINITIONS
Complete Parts A through F

Part A. Compensation for Allocation and Other General Purposes (Define compensation by placing an "x" in each of the applicable boxes below. If a contribution source listed below is not available in the Plan, select "Not Applicable" for such source).

1. Base Definition

Compensation will mean all of each Participant's (select one for each contribution source):

	Elective Deferrals	Matching Contributions	Employer Contributions	Mandatory Employee Contributions
Not Applicable	✓	✓		✓
W-2 Wages			✓	
3401(a) Wages				
415 Safe-Harbor Compensation				

NOTE: If no box is selected for a contribution source, W-2 wages will apply to such source.

2. Determination Period

Compensation shall be determined over the following applicable period (select one for each contribution source):

	Elective Deferrals	Matching Contributions	Employer Contributions	Mandatory Employee Contributions
Not Applicable	✓	✓		✓
Plan Year			✓	
Calendar Year Ending With Or Within The Plan Year				
Consecutive 12-Month Period, Beginning On (specify month and day) _____				

NOTE: If no box is selected for a contribution source, Plan Year will apply to such source.

3. Inclusion of Elective Deferrals

Compensation shall include contributions made by the Employer pursuant to a salary reduction agreement that are not includible in the gross income of the Employee under Code Sections 125 (cafeteria plans), 132(f)(4) (transportation fringe benefits), 402(e)(3) (401(k) plans), 408(k) (salary deferral SEP plans), 403(b) (tax sheltered annuity plans), and 457 (deferred compensation plans of state and local governments and tax-exempt organizations) (select "Yes" or "No" for each of the following contribution types).

- Elective Deferrals Yes No
- Matching Contributions Yes No
- Employer Contributions Yes No
- Mandatory Employee Contributions Yes No

NOTE: If a box is not selected for an item, "Yes" will apply for the applicable contribution type, if applicable.

4. Exclusions from Compensation

Compensation shall exclude the following *(select all that apply)*.

	Elective Deferrals	Matching Contributions	Employer Contributions	Mandatory Employee Contributions
Not Applicable	✓	✓	✓	✓
Bonuses				
Overtime				
Commissions				
Other <i>(specify)</i>				

NOTE: If a box is not selected for a contribution source, such item will be included in Compensation for such contribution source, if applicable. No exclusions from Compensation are permitted with respect to Employer Contributions if the integrated allocation formula in Section Three, Part D, item 3 is selected.

5. Post-Severance Compensation

a. Leave Cashouts

In addition to any adjustment to Compensation selected above, will Compensation exclude leave cashouts paid after Severance from Employment as described in the Basic Plan Document *(select one)*?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply with respect to all Plan Contributions.

b. Deferred Compensation

In addition to any adjustment to Compensation selected above, will Compensation exclude deferred compensation paid after Severance from Employment as described in the Basic Plan Document *(select one)*?

Option 1: Yes.

Option 2: No.

NOTE: If no option is selected, Option 1 will apply.

6. Pre-Entry Date Compensation

Unless a different definition of Compensation is required by the Code, for the Plan Year in which an Employee enters the Plan, the Employee's Compensation that will be taken into account for purposes of the Plan will be *(select one for each contribution source)*:

	Elective Deferrals	Matching Contributions	Employer Contributions	Mandatory Employee Contributions
Not Applicable	✓	✓	✓	✓
Compensation from Entry Date				
Compensation for the full Plan Year				

NOTE: If no box is selected for a contribution source, Compensation from Entry Date will apply to such source.

Part B. Hours of Service – Method of Determining Service

1. Hours of service for purposes of determining eligibility to participate in the Plan will be determined on the basis of *(select one)*:

Option 1: Elapsed Time.

Option 2: Actual hours for which an Employee is paid or entitled to payment.

Option 3: Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.

Option 4: Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.

Option 5: Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.

Option 6: Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

NOTE: If no option is selected, Option 2 will apply.

2. Hours of service for purposes of determining if a Participant is a Qualifying Participant or Qualifying Contributing Participant will be determined on the basis of *(select one)*:
- Option 1:** Elapsed Time.
- Option 2:** Actual hours for which an Employee is paid or entitled to payment.
- Option 3:** Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.
- Option 4:** Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.
- Option 5:** Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.
- Option 6:** Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

NOTE: *If no option is selected, Option 2 will apply.*

3. Hours of service for purposes of determining a Participant's Vested percentage will be determined on the basis of *(select one)*:
- Option 1:** Elapsed Time.
- Option 2:** Actual hours for which an Employee is paid or entitled to payment.
- Option 3:** Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.
- Option 4:** Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.
- Option 5:** Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.
- Option 6:** Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

NOTE: *If no option is selected, Option 2 will apply.*

Part C. Plan Year

- Option 1:** The 12-consecutive month period which coincides with the Adopting Employer's tax year.
- Option 2:** The calendar year.
- Option 3:** The 52/53 week period ending on the last _____ *(specify day of the week)* nearest _____ *(specify month and day)* of each year.
- Option 4:** Other 12-consecutive month period *(specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner)*. _____

NOTE: *If no option is selected, Option 1 will apply.*

If the initial Plan Year or any subsequent Plan Year is less than 12 months (a short Plan Year) specify such Plan Year's beginning and ending dates. _____

Part D. Predecessor Employer Service

In addition to the Hours of Service credited when an Employer maintains the plan of a predecessor employer, Hours of Service with a predecessor employer will be credited for the following purposes where the Employer does not maintain the plan of a predecessor employer *(select all that apply)*:

- Eligibility.
- Vesting.
- Allocation of Contributions.

Name of Predecessor Employer(s): _____

If service with a predecessor is taken into account for one or more of the items listed above, specify any additional limitations on crediting service that apply (e.g., limitations by business classification, length of service, etc.):

Part E. Required Beginning Date

For purposes of determining when minimum distributions must begin to be made to each Participant, the Required Beginning Date will mean (select one):

- Option 1:** The April 1 of the calendar year following the calendar year in which a Participant attains age 70½.
- Option 2:** April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that distributions to a Participant with respect to benefits accrued after _____ (specify month, day, and year) must commence by April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.
- Option 3:** The later of the April 1 of the calendar year following the calendar year in which a Participant attains age 70½ or retires

NOTE: If no option is selected, Option 3 will apply.

(If Option 3 is selected, choose one or more of the following suboptions.)

- Suboption (a):** Any Participant attaining age 70½ in years after 1995 may elect by the April 1 of the calendar year following the year in which the Participant attained age 70½ (or by December 31, 1997, in the case of a Participant attaining age 70½ in 1996) to defer distributions until the calendar year following the calendar year in which the Participant retires. An election to defer distributions will be deemed made by a Participant who does not request a minimum distribution by April 1 of the year following the year in which the Participant attains age 70½.
- Suboption (b):** Any Participant attaining age 70½ in years before 1997 may elect to stop distributions and recommence by the April 1 of the calendar year following the year in which the Participant retires. There is either (select one):
 - (i) a new annuity starting date upon recommencement, or
 - (ii) no new annuity starting date upon recommencement.

NOTE: If neither item (i) nor item (ii) is selected, item (ii) will apply.

NOTE: If no suboption(s) is selected, Suboptions (a) and (b) will apply.

Part F. Retirement Age

1. Early Retirement Age

The Early Retirement Age under the Plan will be (select one):

- Option 1:** An Early Retirement Age is not applicable under the Plan.
- Option 2:** A Participant satisfies the Plan's Early Retirement Age conditions by attaining age _____ and completing _____ Years of Vesting Service.
- Option 3:** The date on which the combination of your age and your Years of Vesting Service equals _____.

NOTE: If no option is selected, Option 1 will apply.

2. Normal Retirement Age

The Normal Retirement Age under the Plan will be (select and complete one):

- Option 1:** Age 55 _____.
- Option 2:** The later of age _____ or the _____ anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.

NOTE: If no option is selected, Option 1 and age 59½ will apply.

SECTION SEVEN: MISCELLANEOUS
Complete Parts A and B

Part A. Participant Direction

1. Will Participants be responsible for directing the investment of their Plan assets pursuant to Plan Section 7.01(C) (select one)?

- Option 1:** Yes.
- Option 2:** No.

NOTE: If no option is selected, Option 1 will apply.

2. If Option 1 was selected above, what investments will be available for transfer of Participant's Individual Accounts (select one)?

- Option 1:** Only approved investment options of Vendors eligible under the Plan to accept Plan Contributions.
- Option 2:** Investment options of Vendors eligible under the Plan to accept Plan Contributions and investment options of other Vendors not eligible to accept Plan Contributions but only if in accordance with the requirements of Plan Sections 7.01(D) and (E).

NOTE: If no Option is selected, Option 1 will apply.

Part B. Purchase of Permissive Service Credit

May a Participant elect to transfer assets from their Individual Account to a qualified defined benefit plan that is a governmental plan as defined in Code Section 414(d) (select one)?

- Option 1:** Yes.
- Option 2:** No.

NOTE: If no option is selected, Option 1 will apply.

SECTION EIGHT: EMPLOYER SIGNATURE

Plan Administrator

Check here and provide the applicable information below if someone other than the Adopting Employer will be the Plan Administrator.

Name of Plan Administrator _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Signature of Plan Administrator _____ Date Signed _____

Type Name _____

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate Individual Agreement.

- Attachment A, Prior Plan Provisions.
- Attachment B, Related Employer Participation Form.
- Attachment C, Special Effective Dates.
- Other: *(If this box is checked, please describe the attachment(s))* _____

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal and tax implications of adopting this Plan.
2. I understand that this Adoption Agreement and the corresponding Basic Plan Document are specimen documents that have not been reviewed or approved by the IRS.
3. I have received a copy of this Adoption Agreement and the corresponding Basic Plan Document.

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

ATTACHMENT A

PRIOR PLAN PROVISIONS

This Attachment may be used by an Adopting Employer to document other Prior Plan provisions that apply to some or all of the assets of the Adopting Employer's Plan.

ADOPTING EMPLOYER PLAN INFORMATION

Name of Adopting Employer _____

Plan Name _____

Plan Sequence Number _____ Account Number _____

PRIOR PLAN PROVISIONS

Provision 1:

Source of Provision (e.g., plan name and sequence number, amendment, etc.): _____

Provision 2:

Source of Provision (e.g., plan name and sequence number, amendment, etc.): _____

Provision 3:

Source of Provision (e.g., plan name and sequence number, amendment, etc.): _____

ATTACHMENT B RELATED EMPLOYER PARTICIPATION FORM

ADOPTING EMPLOYER PLAN INFORMATION

Name of Adopting Employer _____
 Plan Name _____
 Plan Sequence Number _____ Account Number _____

RELATED EMPLOYER INFORMATION

The following Related Employer will participate in the Plan of the Adopting Employer as described in the Effective Dates section.
 Name of Related Employer _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ Related Employer's Federal Tax Identification Number _____
 Related Employer's Tax Year End (specify month and day) _____

EFFECTIVE DATES

- New Plan** – This is the initial adoption of a plan by the Related Employer. The effective date of its adoption of the Plan is _____.
The Effective Date is usually the first day of the Plan Year in which this Attachment B is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Attachment B is signed or the Effective Date for Elective Deferrals specified in the Adoption Agreement.
- Existing Plan Restatement** – This is a restatement of an existing plan of the Related Employer. The effective date of this restatement is _____.
The restatement effective date generally the first day of the Plan Year in which this Attachment, Related Employer Participation Form is signed. If Elective Deferrals are being made available for the first time as a result of an amendment or restatement, Elective Deferrals cannot be made available before the later of the date this Attachment, Related Employer Participation Form is signed or the effective date for Elective Deferrals specified in the Adoption Agreement.
- Cessation** – This is the cessation of participation in the Plan by the Related Employer. The effective date of the cessation is _____.

SIGNATURES

Adopting Employer

I am an authorized representative of the Adopting Employer named above and I acknowledge that the Related Employer listed on this Related Employer Participation Form will participate in the Plan as described above. I agree to provide the Related Employer identified above with any amendments that have been made to the Plan and, if applicable, I agree to notify the Related Employer of a decision to discontinue or abandon the Plan. I acknowledge that I have relied upon my own advisors regarding such employer participating or ceasing to participate in the Plan.

Signature of Adopting Employer _____ Date Signed _____
 Type Name _____ Title _____

Related Employer

I am an authorized representative of the Related Employer name above. I acknowledge that I have received a copy of the Basic Plan Document, the Adoption Agreement, and, if applicable, any other documents that constitute part of the Plan. In addition, I authorize the Adopting Employer to make amendments to the Plan on my behalf. I understand that the Adopting Employer will provide me with any amendments made to the Plan, including a notification if the Adopting Employer has discontinued or abandoned the Plan. I acknowledge that I have relied upon my own advisors regarding the legal and tax implications of participating or ceasing to participate in the Plan.

Signature of Adopting Employer _____ Date Signed _____
 Type Name _____ Title _____

Part D Employer Contributions _____

Effective Date: _____

Part E Other Contributions
Nondeductible Employee Contributions
Option 1: The next payroll date coinciding with or following the later of the date the Adoption Agreement is signed or the Effective Date selected in Adoption Agreement Section One.
Option 2: _____ (Must be on or after the later of the date the Adoption Agreement is signed or the Effective Date selected in Adoption Agreement Section One).
Other: _____

Effective Date: _____

C. SECTION FOUR: VESTING AND ALLOCATION OF FORFEITURES

Part A Vesting Schedule for Matching Contributions and Employer Contributions _____

Effective Date: _____

Part C Allocation of Forfeitures _____

Effective Date: _____

D. SECTION FIVE: DISTRIBUTIONS AND LOANS

Part A Eligibility for Distributions (e.g., hardship, in-service) _____

Effective Date: _____

Part B Form of Distribution (e.g., lump sum, installment, annuity) _____

Effective Date: _____

Part D Loans _____

Effective Date: _____

E. SECTION SIX: DEFINITIONS

Part A Compensation _____

Effective Date: _____

Part B Highly Compensated Employee (e.g., top-paid group, calendar year election) _____

Effective Date: _____

Part C Hour of Service – Method of Determining Service _____

Effective Date: _____

F. OTHER (Specify) _____

Effective Date: _____

Lamar CISD
 Accumulated Leave Policy
 COMPENSATION AND BENEFITS DEC
 LEAVES AND ABSENCES (LOCAL)
 079901
 Pages 6 and 7

Suggested revised policy

	Current Policy	Proposed Revised Policy																												
REIMBURSEMENT OF LEAVE UPON RETIREMENT	<p>An employee hired by the District before September 19, 1991, who retires after ten or more years of continuous TRS creditable service in the District, in accordance with TRS provisions, shall be paid for the unused leave earned in the District, to a maximum of 150 days. To receive the payment, the employee must submit a written application for payment within 90 days after termination of employment and provide documentation that payment of service retirement benefits from TRS has begun. This benefit shall be available only to employees who are eligible for and actually receive a service retirement annuity upon termination of employment. The payment shall be computed on the basis of the number of days of leave accumulated, times the average salary earned per day for the last five years of employment, including the year of retirement and the immediately preceding four years, in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th colspan="2">TRS Creditable</th> </tr> <tr> <th>Years of Service</th> <th>Percent of Payment</th> </tr> </thead> <tbody> <tr> <td>30+ years</td> <td>100</td> </tr> <tr> <td>25–29 years</td> <td>90</td> </tr> <tr> <td>20–24 years</td> <td>80</td> </tr> <tr> <td>15–19 years</td> <td>75</td> </tr> <tr> <td>10–14 years</td> <td>70</td> </tr> </tbody> </table> <p>If an employee who meets the eligibility criteria for the buy-back provision dies while employed with the District or within 90 days after termination from the District, the</p>	TRS Creditable		Years of Service	Percent of Payment	30+ years	100	25–29 years	90	20–24 years	80	15–19 years	75	10–14 years	70	<p>An employee hired by the District before September 19, 1991, or hired after this date whose employment contract includes the payment for unused accumulated leave, who retires after ten or more years of continuous TRS creditable service in the District, in accordance with TRS provisions, shall be paid for the unused leave earned in the District, to a maximum of 150 days or the maximum number of days provided in his or her employment contract. To receive the payment, the employee must submit a written application for payment within 90 days after termination of employment and provide documentation that payment of service retirement benefits from TRS has begun. This benefit shall be available only to employees who are eligible for and actually receive a service retirement annuity upon termination of employment. The payment shall be computed on the basis of the number of days of leave accumulated, times the average salary earned per day for the last five years of employment, including the year of retirement and the immediately preceding four years, in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th colspan="2">TRS Creditable</th> </tr> <tr> <th>Years of Service</th> <th>Percent of Payment</th> </tr> </thead> <tbody> <tr> <td>30+ years</td> <td>100</td> </tr> <tr> <td>25–29 years</td> <td>90</td> </tr> <tr> <td>20–24 years</td> <td>80</td> </tr> <tr> <td>15–19 years</td> <td>75</td> </tr> <tr> <td>10–14 years</td> <td>70</td> </tr> </tbody> </table> <p>If an employee who meets the eligibility criteria for the buy-back provision dies while employed with the District or within 90 days after termination from the District, the District shall pay the employee's estate</p>	TRS Creditable		Years of Service	Percent of Payment	30+ years	100	25–29 years	90	20–24 years	80	15–19 years	75	10–14 years	70
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	<p>District shall pay the employee's estate for the unused leave in accordance with these provisions. An employee whose period of assignment is less than 12 months shall be considered employed for 12 months for the purpose of these provisions. An eligible employee must deposit the unused leave payoff into a federally approved 401(a) plan. The employee has the option to withdraw the entire amount immediately from the plan, invest in an annuity product offered by the plan administrators, invest in a money-market account, or the payoff may be transferred to an annuity that the employee has in place. An employee who is younger than 55 years of age at retirement shall be ineligible for the 401(a) plan and must take the unused leave payoff in a lump-sum payment.</p>	<p>for the unused leave in accordance with these provisions. An employee whose period of assignment is less than 12 months shall be considered employed for 12 months for the purpose of these provisions. The District must deposit the unused leave payoff into a federally approved 401(a) plan, up to the contribution limit under federal tax laws for the calendar year in which the contribution is made. If the value of the unused accumulated leave payable under this Policy exceeds the contribution limit for the 401(a) plan, then the remaining amount shall be contributed to a non-elective employer paid 403(b) plan. If the contribution to the 403(b) plan exceeds the limit under tax law for the calendar year, the District may pay the remaining amount to the employee in cash as taxable income or may make one or more post-employment contributions in future years to the 403(b) plan, to the extent permitted by tax law. The employee has the option to withdraw the entire amount immediately from the 401(a) and 403(b) plans, invest in an annuity product or other investment options offered by the plan administrators, invest in a money-market account, or the payoff may be transferred to a voluntary 403(b) or other eligible tax deferred account that the employee has in place. An employee who is younger than 55 years of age at retirement and/or is to be paid less than \$1,000.00 for unused accumulated leave shall be ineligible for the 401(a) and 403(b) plans and must take the unused leave payoff in a lump-sum payment.</p>
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**CONSIDER APPROVAL OF AGREEMENT TO ESTABLISH A SAFEKEEPING
ACCOUNT WITH WELLS FARGO BANK, N.A.**

RECOMMENDATION:

That the Board of Trustees approve the attached agreement establishing a safekeeping account with Wells Fargo Bank, N.A..

IMPACT/RATIONALE:

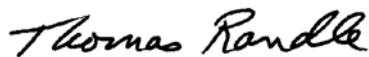
To facilitate the delivery of securities purchased by the District, and to maintain the safety of the investments made, a safekeeping account must be held by the District.

PROGRAM DESCRIPTION:

This agreement is required to establish and maintain one or more accounts with Wells Fargo Bank, N.A. for the purpose of purchasing, selling, borrowing, lending, or otherwise facilitating securities transactions.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance
Yvonne Dawson, RTSBA, Budget and Treasury Officer

Recommended for Approval:



Dr. Thomas Randle
Superintendent

LEID 410168 - LAMAR CONSOLIDATED
Wells Fargo Bank, N.A. INDEPENDENT SCHOOL DISTRICT
Safekeeping Agency Agreement



This Agreement is made effective as of the 18th day of February, 2016 by and between Wells Fargo Bank, N.A. ("Wells Fargo") and Lamar Consolidated ISD (the "Customer") in regard to the safekeeping of certain securities.

Customer wishes to appoint a safekeeping agent to hold certain securities of the Customer pursuant to the direction of the Customer in connection with certain investment account services provided by Wells Fargo Securities, LLC, an affiliate of Wells Fargo. Therefor, with respect to each account or accounts opened at Wells Fargo for this purpose on behalf of the Customer, the parties hereto agree as follows:

1. Appointment and Acceptance. Customer hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as safekeeping agent ("Safekeeping Agent") of certain securities of the Customer (the "Account"). The Account shall consist of those assets that the Customer notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Safekeeping Agent for the purposes, to the extent, in the manner and within the limitations set forth in this Agreement. All Account(s) opened for the Customer at Wells Fargo shall be subject to and governed by this Agreement.
2. Services of Safekeeping Agent. Wells Fargo shall:
 - 2.1 Open and maintain a safekeeping account in the name of the Customer and hold in such account all cash and securities initially deposited plus any additional cash and securities that may be received from Customer or pursuant to the direction of the Customer from time to time for deposit to the Account.
 - 2.2 Act upon written direction from the Customer or from investment managers or other agents duly appointed in writing by the Customer.
 - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Customer or its duly appointed agent.
 - 2.4 Be responsible for the collection of all investment income relating to the assets in the Account and provide for the daily investment thereof.
 - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds.
 - 2.6 Provide for the investment of cash balances in money market mutual funds, through an automated sweep or manual transaction, as authorized and directed by the Customer or duly appointed agent in the Addendum – Money Market Mutual Funds – Investment Direction and Acknowledgment ("Addendum") attached hereto.
 - 2.7 Deliver cash or securities as the Customer or duly appointed agent may direct.
 - 2.8 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Customer or its duly appointed agent. Wells Fargo shall have no responsibility to vote proxies or exercise any rights incidental to ownership of the securities held in the Account.

- 2.9 Receive and hold directly, by nominee or through third party depositories for the account of Customer subject to this Agreement, securities that are delivered to it for the account of Customer, making payment therefor, if required, in accordance with Customer's written instructions.
 - 2.10 Provide to Customer a summary of Account activity, including any security transactions effected by Wells Fargo, and a summary of settled security positions held in safekeeping on a monthly basis or, to the extent no transactions occur in the Account, on a quarterly basis.
 - 2.11 Use its best efforts to identify and timely process bond calls and corporate reorganizations reported by the Federal Reserve and the Depository Trust Company relating to securities it is holding for Customer. Safekeeping Agent may amend its list of sources of bond call and reorganization information upon thirty (30) days prior written notice to Customer. Safekeeping Agent shall not be responsible in any manner whatsoever, and shall not have any liability to Customer whatsoever, for any losses incurred by Customer in connection with bond calls or corporate reorganizations if notices are published in other sources. Safekeeping Agent will process bond calls and corporate reorganizations within a reasonable time after receipt of written notice provided to Safekeeping Agent.
3. Powers of the Safekeeping Agent. The Safekeeping Agent is authorized and empowered to:
- 3.1 Hold assets in the name of the nominee selected by the Safekeeping Agent or such other nominee name as the Customer or its agent may direct in writing.
 - 3.2 Employ agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
 - 3.3 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the safekeeping duties and powers.
 - 3.4 Hold assets in shares of a registered investment company (mutual fund), which may be a mutual fund with respect to which Wells Fargo or its affiliates provide investment advisory or other services and receive compensation therefore, as disclosed in the prospectus and/or the Addendum attached hereto.
4. Shareholder Communications Disclosure. Pursuant to the Securities and Exchange Commission's Beneficial Owner Information Disclosure Rule #14b-2 ("Rule"), the Customer authorizes Wells Fargo to provide the Customer's name, address and share position to any issuers of securities held by Wells Fargo in its nominee name for the benefit of the Customer. It is understood that the Rule prohibits the requesting issuer from using Customer's name and address for any purpose other than corporate communications.
5. Securities Advices. Customer understands and acknowledges its right to receive notification of details on each security transaction Wells Fargo effects on its behalf under Federal Regulations 12 CFR §§ 12.4 and 12.5. Customer waives this right, with the understanding that details of securities trades will be reflected in the standard summary of account activity provided periodically to the Customer.
6. Safekeeping Agent's Protection. Customer agrees to reimburse, indemnify and hold Wells Fargo harmless from and against any and all liability, loss, claim, damage or expense, including taxes, other governmental charges, and reasonable legal fees which may be imposed, assessed or incurred against the Account or against Wells Fargo by reason of its acting as safekeeping agent and following

directions as contemplated by this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the alleged negligence, malfeasance or violation of applicable law or regulation or fraud or alleged fraud on the part of Wells Fargo, its officers, agents or employees. Wells Fargo, its affiliates, and their officers, directors, employees or agents shall not be liable to Customer for any actions or failures to act or for any errors of judgments made in good faith.

7. Fees. Wells Fargo shall be paid reasonable compensation and fees for its services under this Agreement in accordance with its current fee schedule that has been provided to Customer. These fees are subject to change on thirty (30) days prior written notice. Such compensation and fees may be paid from the Account if not paid by the Customer within thirty (30) days after Wells Fargo mails a written invoice to the Customer.
8. No SIPC Insurance. Customer understands that the Securities Investor Protection Corporation (SIPC) does not insure securities held in the safekeeping Account that are subject to this Agreement.
9. Amendment and Termination. Wells Fargo may amend this Agreement at any time in any respect upon notice to Customer. The Agreement may be terminated at any time by either Wells Fargo or Customer upon thirty (30) days written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, Wells Fargo shall deliver the assets of the Account to the Customer or successor safekeeping agent appointed by the Customer and shall have no further responsibilities for the assets in the Account.
10. Authorized Persons. The Customer shall furnish to Wells Fargo a written certification of the names and specimen signatures of individuals authorized to communicate with Wells Fargo on behalf of the Customer. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons.
11. Notices. Notice to Wells Fargo shall be directed as follows:

Wells Fargo Bank, N.A.
Safekeeping Services
Northstar East – 10th Floor, MAC# N9303-102
608 Second Avenue South
Minneapolis, MN 55479
Fax: (612) 667-6321

Notice to Customer shall be directed and mailed to the address on record for their account.

12. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
13. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
14. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
15. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Minnesota.

16. Successors and Assigns. This Agreement shall bind the successors and assigns of Customer and shall bind the successors and assigns of Wells Fargo.

17. Entire Agreement. This agreement shall constitute the entire Agreement between the parties and shall supersede any and all prior oral or written representations, conditions, warranties, understanding, proposals, or agreements between the parties regarding the services to be provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Customer Name

Authorized Signature

Print Name

Title

Safekeeping Agent: WELLS FARGO BANK, N.A.

By: _____



Title: Director

Print name: Sean O'Farrell

AFTER COMPLETING, PLEASE RETURN ALL PAGES OF THIS AGREEMENT

**SAFEKEEPING AGENCY AGREEMENT
ADDENDUM TO SAFEKEEPING AGENCY AGREEMENT
MONEY MARKET MUTUAL FUNDS
INVESTMENT DIRECTION AND ACKNOWLEDGEMENT**



Wells Fargo Bank, N.A. (“Wells Fargo”), as Safekeeping Agent, provides for the investment of cash balances through an automated daily sweep or through individual transactions as directed by an authorized representative of the Account. To facilitate this service, Wells Fargo has agreements with selected mutual fund companies, who make their money market mutual funds available for Wells Fargo safekeeping accounts.

Automated Cash Investment Direction.

As authorized representative of the Account, you, the Customer may direct Wells Fargo to systematically invest cash held in the Account, awaiting permanent investment or distribution, in money market mutual fund(s) as evidenced by your investment account application executed with Wells Fargo Securities, LLC (“WFS”), an affiliate of Wells Fargo. Wells Fargo shall continue to automatically invest cash in this designated fund(s) until it receives direction from an authorized representative of the Account to invest cash in another investment vehicle.

Non-Automated Cash Investments.

In addition to automated cash investment, it is acknowledged that an authorized representative of the Account can direct Wells Fargo to invest available cash positions into one or more of the money market mutual funds made available by Wells Fargo, including the same fund used for the automated cash investment. Individual cash investment directions shall be provided to Wells Fargo in writing or electronically or directed through a representative of WFS, who will perform the directed transaction on behalf of the authorized representative of the Account.

Disclosure of Money Market Mutual Fund Service Fees.

For non-Wells Fargo money market mutual funds, Wells Fargo and/or its affiliates may receive fees from the fund for providing certain shareholder and administrative services. The amount of these fees may differ depending on the fund but will not exceed .25 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo representative.

For Wells Fargo Advantage money market mutual funds, fees payable to Wells Fargo or its affiliates by the Wells Fargo Advantage Funds are described in the Organization and Management of the Funds and Summary of Expenses sections of the applicable Fund’s prospectus, and in the Management section of the Statement of Additional Information. Wells Fargo receives no additional fees from its money market mutual funds with regard to its safekeeping accounts. The Statement of Additional Information, which the applicable prospectus incorporates, is available upon request by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

In addition to the money market mutual fund fees received by Wells Fargo for the services it provides as Safekeeping Agent, WFS may receive fees for the services it performs as broker with regard to the purchase of non-Wells Fargo money market mutual funds by the Customer. The amount of these fees may differ depending on the fund but will not exceed .10 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo or WFS representative.

All fees paid to Wells Fargo or WFS are a part of the fees already paid by the applicable funds’ shareholders as disclosed in the applicable prospectuses and do not represent an additional expense for investing in the funds. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Safekeeping Agency Agreement.

**CONSIDER APPROVAL OF BLANKET PURCHASE AGREEMENT (BPA)
WITH HON COMPANY LLC**

RECOMMENDATION:

That the Board of Trustees consider approval of a Blanket Purchase Agreement (BPA) with HON Company LLC.

IMPACT/RATIONALE:

This agreement will allow Lamar CISD to procure furniture at an aggressive discount from HON Company LLC via our inter-local with The Cooperative Purchasing Network (TCPN) ensuring purchasing compliancy. Once signed, the BPA will allow the District to enjoy discounts ranging from 58 percent to 69 percent off list price for office furniture, school furniture, filing and storage systems. Lamar CISD has successfully utilized HON Company furniture over the years and has found value with the manufacturer's commercial grade furnishings and accommodating ten (10) year warranty program. The BPA program requires the District to purchase a minimum of \$500,000 of list cost furnishings during the term of this agreement. With the future opening of Fulshear High School, Leaman Junior High, and Elementary #24 before the end of 2016, the District will easily surpass the requirement.

Additionally, the BPA will not restrict the District from hiring any company in the HON network to install the furnishings at each site, nor will it exercise any exclusive rights over the District when we purchase furniture from other manufacturers.

PROGRAM DESCRIPTION:

This agreement shall be effective as of March 1, 2016 and shall remain in effect until February 28, 2017.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



February 3, 2016

Blanket Purchase Agreement

BPA Number: Lamar CISD/LISD
(This number should be placed on all orders)

This Blanket Purchase Agreement (this “Agreement”) is effective as of 3/1/2016 (“Effective Date”), by and between The HON Company LLC (“HON”) and Lamar CISD (the “Agency”). HON and Agency have entered into this Agreement in order for the Agency to purchase HON commercial products (“Products”) and related services (“Services”) directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

Except as expressly stated herein, Agency’s purchase of Products and Services are based upon the pricing, terms and conditions set forth in HON’s TCPN Contract # R142208, by and between HON and The Cooperative Purchasing Network (TCPN) (the “TCPN Contract”). The pricing and available Products and Services of the HON TCPN Contract may be amended, revised, or renewed from time to time pursuant to the terms of the TCPN Contract, and all such changes, amendments and revisions are incorporated by reference herein without need to formally amend this Agreement.

During the following dates: 3/1/2016 – 2/28/2017, the Agency agrees to: purchase a minimum of \$500,000 List of product from HON (“Annual Purchase Projection”), determined on cumulative invoiced purchases during the term. Agency acknowledges HON as a preferred vendor and agrees to promote HON agreement to eligible entities. Agency will give HON access to a list of all entities eligible to purchase against this agreement. If applicable, Agency will explore product opportunities with HON. In consideration for this, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON TCPN Contract. As of the Effective Date, the current discounting applicable to Agency’s purchases of Products is as follows:

	Systems and Pedestals	Vertical and Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating	Basyx Branded Products	Education
All Size Orders	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%

HON reserves the right to deny the Agency future Blanket Purchase Agreements. The pricing applicable to installation in the TCPN Contract shall not apply to any purchases for Services made by Agency from HON through an authorized dealer. All pricing for installation Services must be negotiated on a case by case basis between Agency and an authorized dealer.

All of Agency’s orders must be made out to The HON Company LLC and shall reference the TCPN Contract number: R142208, and the BPA number at the top of this Agreement. Each order must have a single “ship-to” destination within the United States in order for the freight to be paid by HON.

This Agreement expires 2/28/2017.

The following office(s) are hereby authorized to place orders under this Agreement:

Agency Name: Lamar Consolidated ISD

Address: 3911 Avenue I

City, State, Zip Code: Rosenberg TX 77471

Will orders be placed by one centralized purchasing location? yes

If no, please list other locations that will be utilizing this Agreement:

_____	_____
_____	_____
_____	_____

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Agency upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

Kathryn Kaminski
(Printed Name)

(Signature)

Board President, Lamar CISD
(Title)

February 18, 2016
(Date)

The HON Company LLC:

(Printed Name)

(Signature)

(Title)

(Date)

CONSIDER APPROVAL OF BOARD POLICIES

RECOMMENDATION:

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

- Localized Policy Manual Update 102
- Localized Policy Manual Update 103

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:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
DIAGNOSTICIANS' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming March 7 – 11, 2016 as “Diagnosticians’ Week” in Texas and in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Diagnosticians provide the leadership in working with parents, teachers and other professionals to develop a coordinated program for students with special needs.

Lamar CISD will use this week as a time to recognize, honor and thank the educational diagnosticians for their dedication and for the quality of their work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **Diagnosticians' Week** has historically been proclaimed by the Governor of Texas to be recognized the first full week of March throughout Texas; and

WHEREAS, **Diagnosticians** in Texas play an important role in the educational, social and emotional development of our children; and

WHEREAS; **Diagnosticians** use specialized training to identify learning disabilities and recommend appropriate special education intervention for students; and

WHEREAS, **Diagnosticians** are in a unique position to consult with professionals in other fields when speech, physical, medical and emotional problems are indicated;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares **March 7 – 11, 2016** as **Diagnosticians' Week** in the Lamar Consolidated Independent School District and asks our community to recognize the invaluable contributions made by **Educational Diagnosticians**.

Adopted this 18th day of February 2016.

Kathryn Kaminski, President

Anna Gonzales, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEXAS PUBLIC SCHOOLS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of February 29 – March 4, 2016 as Texas Public Schools Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Texas has historically been dedicated to a strong public education system. Texas Public Schools Week is a tradition begun by the Masonic Lodges of Texas in 1950 and places special emphasis upon education during this celebration of Texas Public Schools. This week marks more than 160 years of a free public education in Texas.

Lamar CISD will be among the more than 1,000 school districts across the state celebrating Texas Public Schools Weeks during March 2016. This year's theme—"Public Education: A Texas Tradition"—highlights the opportunities the school children of Texas will have through Texas Public Schools.

In every field—science, engineering, music, technology, etc.—you see the positive effects of Texas Public Schools. Our students, teachers and staff members continue to give us excellent reasons to celebrate their innumerable achievements.

Parents and community members are invited into the classrooms of Lamar CISD to watch learners in action and the educational process at work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, the students of our Texas public schools hold the promise of a future in their capable hands; AND

WHEREAS, the Lamar Consolidated Independent School District provides the tools, framework and solid foundation vital for the future of our children; AND

WHEREAS, the dedicated efforts of parents, educators and community leaders provide the necessary support and strength to our schools, thus providing our children a quality education; AND

WHEREAS, students attain a higher level of achievement because of the commitment to excellence and focus on continued improvement in our schools; AND

WHEREAS, for more than 50 years, the observance of **Celebrate Texas Public Schools Week** has demonstrated the significant impact of education on our future and our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District encourages all citizens to reaffirm their commitment to public schools during **Celebrate Texas Public Schools Week**, February 29 – March 4, 2016 and urges all citizens to support the theme “Public Education: A Texas Tradition,” by taking time to visit our schools to demonstrate to our students the impact public education has had in raising past, present and future generations of Texans.

Adopted this 18th day of February 2016.

Kathryn Kaminski, President

Anna Gonzales, Secretary



©TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION 2015

**CONSIDER APPROVAL OF LAMAR CISD ZONING COMMITTEE
RECOMMENDATIONS FOR ELEMENTARY #24**

RECOMMENDATION:

That the Board of Trustees approve the 2015-2016 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Elementary #24 and to allow residents living in planning units 4A, 4D, and 5A to "declare" which elementary campus they will attend—Elementary #24 or their current school.

IMPACT/RATIONALE:

The 2015-2016 ABC met on January 4 and 11 to consider administrative recommendations for the attendance boundary lines for Elementary #24. This campus is in the new Creekside Ranch neighborhood along FM 359. Following discussion, the ABC reached consensus to move forward to public input.

A public meeting for input from the residents in the impacted area was held on February 1 in the Briscoe Junior High auditorium. Flyers were sent home with all Huggins and Hubenak elementary students. Parents in the Skyward system received an email and the District and campus websites included temporary banners highlighting the zoning process. News releases were also sent out to the media during the zoning process.

The ABC listened to the concerns of the community during the public input meeting and decided to meet once more on February 8. The ABC reviewed all of the proposals and the public input presented before reaching consensus to bring the attached recommendation for Board approval. The ABC made no boundary line changes following the public input meeting. However, it did make a recommendation to allow residents living in planning units 4A, 4D and 5A to "declare" which elementary campus they will attend—Elementary #24 or their current school.

The ABC's recommendation is based on the latest demographic projections, facility capacity, current student enrollment numbers and optimal utilization of existing facilities. The committee also looked closely at both long and short term needs to alleviate overcrowding while minimizing the movement of students from existing zones.

Other points considered:

- To keep neighborhoods and communities together;
- To accommodate growth while minimizing the likelihood that students will be rezoned back to their current school in the future;
- To provide relief at Hubenak and Huggins; and
- To anticipate the opening of Elementary #25 in 2017-2018 to further relieve Huggins.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

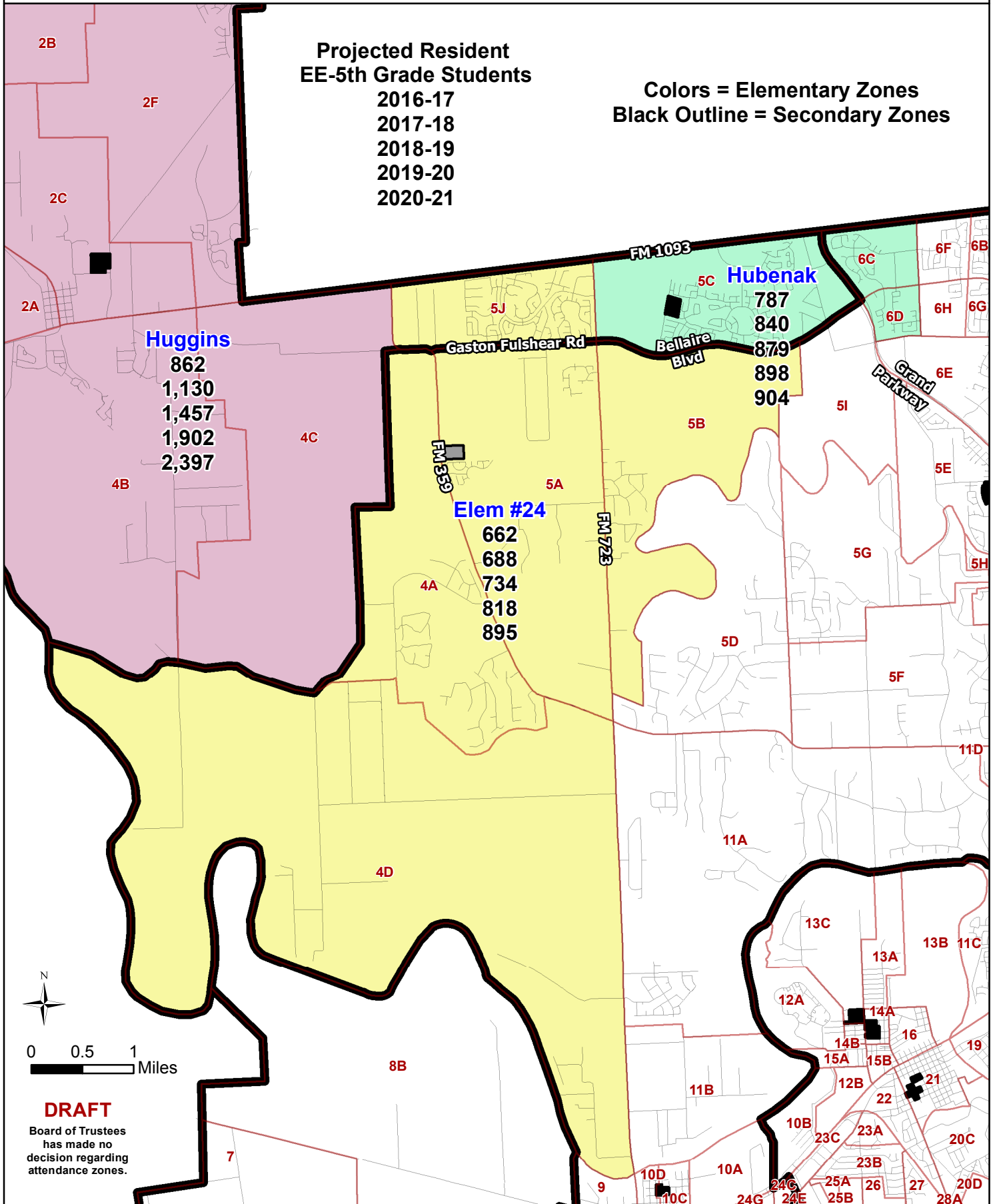


ABC Recommendation 1-11-16

Projected Resident
EE-5th Grade Students

2016-17
2017-18
2018-19
2019-20
2020-21

Colors = Elementary Zones
Black Outline = Secondary Zones



DRAFT
Board of Trustees
has made no
decision regarding
attendance zones.

Lamar C.I.S.D.
Elementary Attendance Zone Planning
Projected Resident EE-5th Grade Students

ABC Recommendation 1-11-16

	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024
Hubenak Elementary									
<i>Practical Capacity</i>	750	750	750	750	750	750	750	750	750
<i>Students Projected</i>	787	840	879	898	904	909	915	920	925
<i>Percent Utilization</i>	105%	112%	117%	120%	121%	121%	122%	123%	123%
<i>Student Margin</i>	-37	-90	-129	-148	-154	-159	-165	-170	-175
Huggins Elementary									
<i>Practical Capacity</i>	650	650	650	650	650	650	650	650	650
<i>Students Projected</i>	862	1,130	1,457	1,902	2,397	2,961	3,609	4,276	4,979
<i>Percent Utilization</i>	133%	174%	224%	293%	369%	456%	555%	658%	766%
<i>Student Margin</i>	-212	-480	-807	-1,252	-1,747	-2,311	-2,959	-3,626	-4,329
Elementary #24									
<i>Practical Capacity</i>	750	750	750	750	750	750	750	750	750
<i>Students Projected</i>	662	688	734	818	895	973	1,056	1,147	1,244
<i>Percent Utilization</i>	88%	92%	98%	109%	119%	130%	141%	153%	166%
<i>Student Margin</i>	88	62	16	-68	-145	-223	-306	-397	-494

Feeder Patterns

	2016		2024	
	Purple Track	Yellow Track	Purple Track	Yellow Track
Hubenak	63%	37%	64%	36%
Huggins	100%	0%	100%	0%
Elementary #24	84%	16%	54%	46%

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL
PAYMENT FOR ARREDONDO ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$7,837.08 and final payment of \$722,874 to Drymalla Construction for the construction of Arredondo Elementary.

IMPACT/RATIONALE:

Drymalla Construction Company was the contractor for the construction of Arredondo Elementary. Substantial completion was taken on August 10, 2015.

PROGRAM DESCRIPTION:

Upon approval Drymalla Construction Company will be paid 100 percent for the construction of Arredondo Elementary.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA[®]

Document G701[™] – 2001

Change Order

PROJECT (Name and address): John M. Arredondo Elementary School (Elementary Schoo No. 23) 6110 August Green Drive Richmond, Texas 77469	CHANGE ORDER NUMBER: 001 DATE: February 2, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Drymalla Construction Company 608 Harbert Street Columbus, Texas 78934	ARCHITECT'S PROJECT NUMBER: 13184 CONTRACT DATE: March 21, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

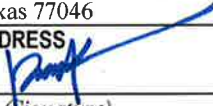
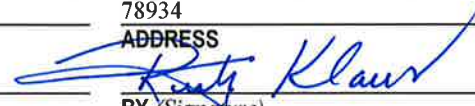
John M. Arredondo Elementary School (Elementary School No. 23) \$7,837.08

The original Contract Sum was	\$ 14,465,317.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 14,465,317.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 7,837.08
The new Contract Sum including this Change Order will be	\$ 14,457,479.92

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.	Drymalla Construction Company	Lamar Consolidated Independent School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
11 Greenway Plaza, Suite 2210, Houston, Texas 77046	608 Harbert Street, Columbus, Texas 78934	3911 Avenue I, Rosenberg, Texas 77471
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Rick Blan, AIA, LEED AP Partner	Rusty Klaus, Vice President	Kathryn Kaminski, President LCISD Board of Trustees
(Typed name)	(Typed name)	(Typed name)
2-2-16.	2-8-16	
DATE	DATE	DATE


2/8/16

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: **LAMAR CISD**
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT: John Arredondo Elementary

FROM CONTRACTOR: **Drymalla Construction Company Inc**
 VIA ARCHITECT: **PBK Architects**
 PO Box 698
 Columbus, TX 78934

CONTRACT FOR: New Elementary

APPLICATION NO: 20 Retainage

PERIOD TO: 01/31/16

PROJECT NOS: 4128

CONTRACT DATE:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 14,465,317.00
2. Net change by Change Orders \$ (7,837.08)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 14,457,479.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 14,457,479.92
5. RETAINAGE:
 - a. _____ % of Completed Work \$ _____
 (Column D + E on G703)
 - b. _____ % of Stored Material \$ _____
 (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 14,457,479.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 13,734,605.92
8. CURRENT PAYMENT DUE \$ 722,874.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: *Drymalla Construction Company Inc*

By: *[Signature]* Date: 02/02/16

State of: Texas County of: Colorado

Subscribed and sworn to before me this 2nd day of February 2019

Notary Public: *[Signature]*

My Commission Expires: *March 19, 2019*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 722,874.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$7,837.08
TOTALS	\$0.00	\$7,837.08
NET CHANGES by Change Order	(\$7,837.08)	

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

ARCHITECT: *[Signature]* PBK Architects

By: *[Signature]* Date: 2.6.16

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

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND
PROJECT CLOSEOUT FOR THE TRAYLOR STADIUM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$50,603 and project closeout to Gamma Construction Company for the construction of the Traylor Stadium renovations.

IMPACT/RATIONALE:

Gamma Construction Company was the contractor for the construction of the Traylor Stadium renovations. Substantial completion was taken in three (3) phases Phase 1 & 2 on August 29, 2014 and Phase 3 on August 24, 2015.

PROGRAM DESCRIPTION:

Upon approval Gamma Construction Company will be paid 100 percent for the construction of the Traylor Stadium renovations.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA[®]

Document G701[™] – 2001

Change Order

PROJECT (Name and address): Traylor Stadium Renovations 930 East Stadium Drive Rosenberg, Texas 77471	CHANGE ORDER NUMBER: 001 DATE: February 5, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input checked="" type="checkbox"/> FILE: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Gamma Construction Company 2808 Joanel Street Houston, Texas 77027	ARCHITECT'S PROJECT NUMBER: 12184 CONTRACT DATE: December 19, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Remaining balance for Building 3 only.

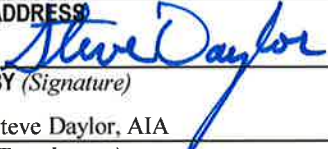

The original Contract Sum was	\$ 2,400,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,400,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 50,603.00
The new Contract Sum including this Change Order will be	\$ 2,349,397.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 24, 2015.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.	Gamma Construction Company	Lamar Consolidated Independent School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
11 Greenway Plaza, Suite 2210 Houston, Texas 77046	2808 Joanel Street Houston, Texas 77027	3911 Avenue I Rosenberg, Texas 77474
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Steve Daylor, AIA	Tom Hansen	
(Typed name)	(Typed name)	(Typed name)
2-8-2016	2/8/16	
DATE	DATE	DATE

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: LAMAR CISD PROJECT: Traylor Stadium

3911 Avenue II
Rosenberg, Texas 77471

APPLICATION NO: 00015

PERIOD TO: 2/5/2016

PROJECT NOS.: 1408

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR

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

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

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$2,400,000.00
 - 2. Net change by Change Orders (\$50,603.00)
 - 3. CONTRACT SUM TO DATE (Line 1 ±2) \$2,349,397.00
 - 4. TOTAL COMPLETED & STORED TO DATE \$2,349,397.00
(Column G on G703)
 - 5. RETAINAGE:
 - a. 0 % of Completed Work \$0.00
(Columns D + E on G703)
 - b. 0 % of Stored Material \$0.00
(Columns F on G703)
- Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$0.00

- 6. TOTAL EARNED LESS RETAINAGE \$2,349,397.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$2,349,397.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$50,603.00
TOTALS	\$0.00	\$50,603.00
NET CHANGES by Change Order		(\$50,603.00)

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

By: [Signature] Koy Scheiner Date: 2/5/2016

State of: Texas
County of: Harris

Subscribed and sworn to before

me this 5th day of February 2016

Notary Public: [Signature]
My Commission expires: Dec 15 2019



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: PBK Architects

By: [Signature] Date: 2-5-2016

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

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL
PAYMENT FOR THE 2015 SUMMER MISCELLANEOUS PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve deductive change order #1 in the amount of \$108,190.69 and final payment of \$56,839.67 to Bass Construction Company for the construction of the 2015 miscellaneous summer projects.

IMPACT/RATIONALE:

Bass Construction Company was the contractor for the construction of the 2015 miscellaneous summer projects. Substantial completion was taken on August 21, 2015.

PROGRAM DESCRIPTION:

Upon approval Bass Construction Company will be paid 100 percent for the construction of the 2015 miscellaneous summer projects.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Lamar CISD - Miscellaneous Renovations 2015 CSP # 02-2015	CHANGE ORDER NUMBER: 1 (One) Final DATE: February 5, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Bass Construction 1124 Damon St. Rosenberg, Texas 77471	ARCHITECT'S PROJECT NUMBER: 1438.00 CONTRACT DATE: February 17, 2015 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Scope of Work per AEA's 1 through 4 is made part of this Contract
Credit allowance balances per Attachment 'A' total of (\$ 108,190.69)

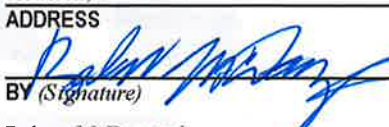
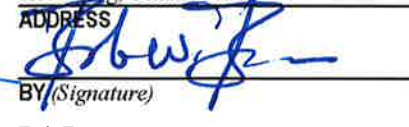
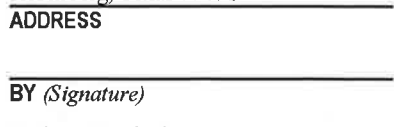
The original Contract Sum was	\$	1,759,000.00
The net change by previously authorized Change Orders	\$	-0-
The Contract Sum prior to this Change Order was	\$	1,759,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	(108,190.69)
The new Contract Sum including this Change Order will be	\$	1,650,809.31

The Contract Time will be increased by fourteen (14) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 21, 2015 for entire project except exterior light poles and wall packs at Williams, Seguin and Navarro which is September 25, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VLK Architects, Inc.	Bass Construction	Lamar Consolidated Independent School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
20445 State Hwy 249, Suite 350 Houston, Texas 77070	1124 Damon St. Rosenberg, Texas 77471	3911 Avenue I Rosenberg, Texas 77471
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Robert McDonough	Bob Bass	Kathryn Kaminsky
(Typed name)	(Typed name)	(Typed name)
2/5/16	2/8/16	
DATE	DATE	DATE

CBP
2/8/16

Application and Certificate for Payment

TO OWNER: Lamar Consolidated Independent School District
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT: Miscellaneous Renovations 2015
 Various campuses

APPLICATION NO: 15-003 009
PERIOD TO: January 31, 2016

FROM: Bass Construction Co., Inc
 1124 Damon St
 Rosenberg, TX 77471

VIA ARCHITECT: VLK Architects, Inc.
 7915 FM 1960, Suite 214, Houston, TX
 77070

CONTRACTOR: 1124 Damon St
 Rosenberg, TX 77471

Distribution to: OWNER: X
 ARCHITECT: X
 CONTRACTOR: X
 FIELD: X
 OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,759,000.00
2. NET CHANGE BY CHANGE ORDERS \$ -108,190.69
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,650,809.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,650,809.31

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,650,809.31
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,593,969.64
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 56,839.67

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 108,190.69
TOTALS	\$ 0.00	\$ 108,190.69
NET CHANGES by Change Order		\$ -108,190.69

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

CONTRACTOR: *[Signature]* Date: February 04, 2016

By: *[Signature]* State of: TEXAS

County of: FORT BEND

Subscribed and sworn to before me this *4th* day of *February, 2016*

Notary Public: *[Signature]*
 My Commission expires: December 27, 2018



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 56,839.67
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: *2/5/16*

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

[Signature]

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE SECURITY
VESTIBULE AT BOWIE ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$5,000 to Sterling Structures for the construction of the security vestibule at Bowie Elementary School.

IMPACT/RATIONALE:

Sterling Structures was the contractor for the construction of the security vestibule for Bowie Elementary School. This project was completed on December 14, 2015.

PROGRAM DESCRIPTION:

Upon approval Sterling Structures will be paid 100 percent for the construction of the security vestibule at Bowie Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE SECURITY
VESTIBULE AT BRISCOE JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$5,000 to Sterling Structures for the construction of the security vestibule at Briscoe Junior High School.

IMPACT/RATIONALE:


Sterling Structures was the contractor for the construction of the security vestibule for Briscoe Junior High School. This project was completed on September 9, 2015.

PROGRAM DESCRIPTION:

Upon approval Sterling Structures will be paid 100 percent for the construction of the security vestibule at Briscoe Junior High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

PAYMENT APPLICATION

TO: Lamar Consolidated ISD
 3911 Avenue I
 Rosenberg, Texas 77471

PROJECT NAME AND LOCATION: 1420_Briscoe Junior HS
 Lamar Consolidated Security Vestibules

FROM: Sterling Structures, Inc.
 1425 Woodvine
 Houston, TX 77055

FOR: General Construction

ARCHITECT: PBK Architects
 11 Greenway Plaza, Suite 2210
 Houston, Texas 77046

APPLICATION # 3
PERIOD THRU: 08/31/2015
PROJECT #s:

DATE OF CONTRACT: 08/10/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 BANK

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$70,150.00		
2. SUM OF ALL CHANGE ORDERS	\$0.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$70,150.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$70,150.00		
5. RETAINAGE:			
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$70,150.00		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$65,150.00		
8. PAYMENT DUE	\$5,000.00		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00		

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Sterling Structures, Inc.

By: [Signature] Jay B. Carlton, CEO

State of: Texas

County of: Harris

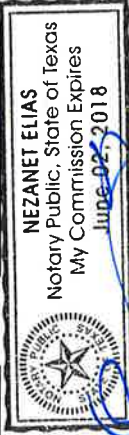
Subscribed and sworn to before

me this 1st day of September 2015

Notary Public: Nezanet Elias

My Commission Expires: June 2, 2018

Date: 9/1/15



[Signature]

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$5,000.00
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Lorin Pargoud

By: [Signature] Date: 9.23.15

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE SECURITY
VESTIBULE AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$3,087 to Sterling Structures for the construction of the security vestibule at Foster High School.

IMPACT/RATIONALE:

Sterling Structures was the contractor for the construction of the security vestibule for Foster High School. This project was completed on September 9, 2015.

PROGRAM DESCRIPTION:

Upon approval Sterling Structures will be paid 100 percent for the construction of the security vestibule at Foster High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

PAYMENT APPLICATION

TO: Lamar Consolidated ISD
 3911 Avenue
 Rosenberg, Texas 77471

PROJECT NAME AND LOCATION: 1420_Foster HS
 Lamar Consolidated Security Vestibules

FROM: Sterling Structures, Inc.
 1425 Woodvine
 Houston, TX 77055

FOR: General Construction

ARCHITECT: PBK Architects
 11 Greenway Plaza, Suite 2210
 Houston, Texas 77046

APPLICATION # 4
PERIOD THRU: 12/30/2015
PROJECT #s:

DATE OF CONTRACT: 08/10/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 BANK


CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$87,707.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$87,707.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$87,707.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$87,707.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$84,620.00
8. PAYMENT DUE	\$3,087.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

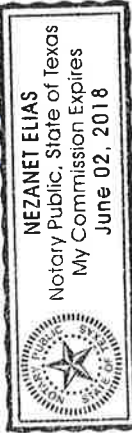
SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00


Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Sterling Structures, Inc.
 By:  Date: 1/8/16
 Jay B. Carlton, CEO

State of: Texas
 County of: Harris
 Subscribed and sworn to before me this 08th day of January 2016

Notary Public: Nezanet Elias
 My Commission Expires: June 2, 2018

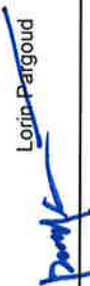




ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: **\$3,087.00**
 (If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:  Lorin Paigoud
 By: _____ Date: 1-19-16

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE SECURITY
VESTIBULE AT GEORGE JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$22,406.40 to Sterling Structures for the construction of the security vestibule at George Junior High School.

IMPACT/RATIONALE:

Sterling Structures was the contractor for the construction of the security vestibule for George Junior High School. This project was completed on September 9, 2015.

PROGRAM DESCRIPTION:

Upon approval Sterling Structures will be paid 100 percent for the construction of the security vestibule at George Junior High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

PAYMENT APPLICATION

TO: Lamar Consolidated ISD
 3911 Avenue I
 Rosenberg, Texas 77471

PROJECT NAME AND LOCATION:
 1420 George Junior HS
 Lamar CISD Security Vestibules
 3911 Avenue I
 Rosenberg, Texas 77471

FROM: Sterling Structures, Inc.
 1425 Woodvine
 Houston, TX 77055

FOR: General Construction

ARCHITECT: PBK Architects
 11 Greenway Plaza, Suite 2210
 Houston, Texas 77046

APPLICATION # 3
PERIOD THRU: 08/31/2015
PROJECT #s:
DATE OF CONTRACT: 09/11/2014

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 BANK

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$84,652.00		
2. SUM OF ALL CHANGE ORDERS	\$0.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$84,652.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$84,652.00		
5. RETAINAGE:			
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$84,652.00		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$62,245.60		
8. PAYMENT DUE	\$22,406.40		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00		

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Sterling Structures, Inc.
 By: *[Signature]* Date: 9/11/15
 Jay B. Carlton, CEO

State of: Texas
 County of: Harris
 Subscribed and sworn to before me this 1st day of September 2015
 Notary Public: Nezanet Elias
 My Commission Expires: June 2, 2018

[Signature]

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT \$22,406.40
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Lorin Pargoud
 By: *[Signature]* Date: 9.22.15

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE SECURITY
VESTIBULE AT LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$5,000 to Sterling Structures for the construction of the security vestibule at Lamar Consolidated High School.

IMPACT/RATIONALE:

Sterling Structures was the contractor for the construction of the security vestibule for Lamar Consolidated High School. This project was completed on September 9, 2015.

PROGRAM DESCRIPTION:

Upon approval Sterling Structures will be paid 100 percent for the construction of the security vestibule at Lamar Consolidated High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

PAYMENT APPLICATION

TO: Lamar Consolidated ISD
 3911 Avenue 1
 Rosenberg, Texas 77471

PROJECT NAME AND LOCATION: 1420_Lamar Consolidated HS
 Lamar CISD Security Vestibules

APPLICATION # 3
PERIOD THRU: 08/31/2015
PROJECT #s:

DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR BANK

FROM: Sterling Structures, Inc.
 1425 Woodvine
 Houston, TX 77055

ARCHITECT: PBK Architects
 11 Greenway Plaza, Suite 2210
 Houston, Texas 77046

DATE OF CONTRACT: 08/10/2015

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$60,636.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$60,636.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$60,636.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$60,636.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$55,636.00
8. PAYMENT DUE	\$5,000.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Sterling Structures, Inc.

By: *[Signature]* Date: 9/1/15

Jay B. Carlton, CEO

State of: Texas

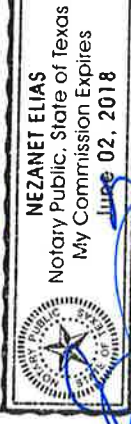
County of: Harris

Subscribed and sworn to before

me this 1st day of September 2015

Notary Public: Nezanet Elias

My Commission Expires: June 2, 2018



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$5,000.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Lorin Pargoud

By: *[Signature]* Date: 9.22.15

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR PINK ELEMENTARY SCHOOL REPAIRS**

RECOMMENDATION:

That the Board of Trustees approve the design development for Pink Elementary School repairs, as presented by PBK Architects.

IMPACT/RATIONAL:

PBK Architects will be presenting the design development for Pink Elementary School repairs. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 4, 2014, Lamar CISD passed a bond referendum that included the repairs of Pink Elementary School. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF HYDROSTATIC PLUMBING TEST
FOR PINK ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Phil's Plumbing for the hydrostatic plumbing test for Pink Elementary School in the amount of \$60,960.

IMPACT/RATIONAL:

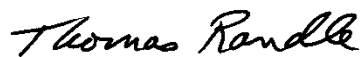
The hydrostatic plumbing test is recommended by the engineers and must be contracted directly. These funds were allocated within the 2014 Bond Budget, Phil's Plumbing is a current vendor for LCISD Bid Reference: RFP 38-2013.

PROGRAM DESCRIPTION:

The hydrostatic plumbing test will verify the condition of existing storm and sanitary lines under the building to determine if any leaks are contributing to the damages. These tests are crucial in the design and repairs of Pink Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Grudziecki Plumbing Co., Inc.
 Phil's Plumbing Co.
 9507 Church St.
 Needville, Tx 77461

Estimate

Date	Estimate #
10/8/2015	694

Name / Address
Vanier - Rice & Gardner 6161 Savoy Drive Suite 1212 Houston, Tx 77036

Job Address/ Workorder
Pink Elementary 1001 Collins Rd. Richmond, Tx 77469

Office (979) 793-4146	E-mail	
Fax (979) 793-3252	www.philsplumbing-tx.com	philsplumbing@consolidated.net

Description	Qty	Cost	Total
<p>Estimated job cost Sub Contractor cost per hour is \$750.00 based on a 8 hour day which includes all of the following. which breaks down to be 125.00 per hour for each 2 technicians, 2 helpers, and 2 trucks and all necessary equipment.</p> <p>Hydrostatic test/Isolation test for sewer lines Hydrostatic test/Isolation of storm drain lines NOTE: For 10" lines are larger additional charges may apply. 8 hours on Saturday = \$6,000.00 per day It is estimated 6 work days to complete = \$36,000.00 (not to exceed \$40,000.00) Estimate will include each day = 2 technicians, 2 helpers, 2 trucks with cameras, locators, blow-up plugs, all necessary equipment and labor</p>	6	6,000.00	36,000.00
<p>Phil's Plumbing cost per hour is \$520.00 based on a 8 hour day which includes all of the following and up to 6 days to complete the work. Which breaks down to be 104.00 per hour for each 2- Master plumbers, 1- Apprentice Plumber, 2- Trucks and all necessary equipment.</p> <p>It is estimated 6 work days to complete Estimate will include each day for Phils Plumbing to provide 2 Master Plumbers, 1 Apprentice, 2 Trucks, Labor and replacement clean out plugs only if needed.</p>	6	4,160.00	24,960.00

We appreciate the opporunity to submit this estimate. Please call should you have any questions.		Subtotal
Family owned and operated	All Plumbing work performed by Phil's Plumbing Co. will be up to State and Local Codes	Sales Tax ()
		Total
Texas State Board of Plumbing Examiners 929 East 41st. Street Austin, Texas 78765-4200 512-936-5200	Phil's Plumbing Co. is insured for your protection	M-17814

Grudziecki Plumbing Co., Inc.
 Phil's Plumbing Co.
 9507 Church St.
 Needville, Tx 77461

Estimate

Date	Estimate #
10/8/2015	694

Name / Address
Vanier - Rice & Gardner 6161 Savoy Drive Suite 1212 Houston, Tx 77036

Job Address/ Workorder
Pink Elementary 1001 Collins Rd. Richmond, Tx 77469

Office (979) 793-4146	E-mail	
Fax (979) 793-3252	www.philsplumbing-tx.com	philsplumbing@consolidated.net

Description	Qty	Cost	Total
<p>This test will check the integrity of all under slab sanitary sewer lines and Storm lines. The under slab sewer and storm system will be electronically tracked and the exit points located. The system will then be filled with water to slab level and monitored for 1 hour. A drop in the water level indicates the system has a leak. If a leak is indicated an isolation test will be performed to determine the exact location of the leak or leak(s). An exit point cleanout is typically required to perform an isolation test. If a cleanout is not present, it may be necessary to install a cleanout in order to complete the testing and additional charges will apply. If a sewer or storm system is determined to be leaking and a leak detection is performed a report and bid for repairs will be provided along with a drawing with all located leaks marked. (LL)</p> <p>This is just a rough estimate and is subject to change more or less depending on what is found when testing is finished. At that time a proposal will be made on what it will take to make the necessary repairs.</p>			

We appreciate the opportunity to submit this estimate. Please call should you have any questions.		Subtotal	\$60,960.00
Family owned and operated	All Plumbing work performed by Phil's Plumbing Co. will be up to State and Local Codes	Sales Tax ()	\$0.00
		Total	\$60,960.00
Texas State Board of Plumbing Examiners 929 East 41st. Street Austin, Texas 78765-4200 512-936-5200	Phil's Plumbing Co. is insured for your protection	M-17814	

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR THE NEW ELEMENTARY #25**

RECOMMENDATION:

That the Board of Trustees approve the design development for the new Elementary #25, as presented by PBK Architects.

IMPACT/RATIONAL:

PBK Architects will be presenting the design development for the new Elementary #25. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 4, 2014, Lamar CISD passed a bond referendum that included the construction of the new Elementary #25. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE
FOR THE NEW ELEMENTARY #24**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance Co., Inc. for the HVAC test and balance service of the new Elementary #24 in the amount of \$80,965.

IMPACT/RATIONAL:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that evaluate the operation of the heating, ventilating and air conditioning systems of the new Elementary #24.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



Houston
 604 Spring Hill Drive, Suite 100
 Spring, Texas 77386
 Tel: 281-873-7084
 Fax: 281-872-6309
 eabhouston@eabcoinc.com
 www.eabcoinc.com

Proposal No. 2160035T

TO: Rice & Gardner Consultants
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD
 Elementary School #24

ATTENTION: Mike Woods

DATE: January 28, 2016

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans (Post Addenda Set) dated October 16, 2015 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Testing, Adjusting and Balancing per AABC Standards.....	\$ 57,650.00
Control Sequence Verification	\$ 16,245.00
Field Document Preparation	\$ 2,835.00
Final Report Preparation	\$ 4,235.00

TOTAL NET PRICE FOR THE ABOVE SERVICES.....\$ 80,965.00

We thank you for the opportunity of proposing our services. This proposal will expire thirty (30) days from the date shown above. Please reference this proposal number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.


 Gar Conaway
 Sales Manager

Cc: Kevin McKeever (LCISD)

Please return this quote with your signature of approval.

 Name & Title

 Date of Acceptance

G:\BIDS BY YEAR\2016 Bids\2160035 LAMAR CISD ES #24\BILLING\2160035T Proposal.doc

CONSIDER APPROVAL OF SUPERINTENDENT PRIORITIES FOR 2016-2017

RECOMMENDATION:

That the Board of Trustees approve the superintendent priorities for 2016-2017.

IMPACT/RATIONALE:

In October, the Board elected to meet for a Team Building session, but the Board did not review District priorities. The session was led by David Koempel, a consultant with the Texas Association of School Boards (TASB). He opened the session by reviewing the Board's obligation to function as a corporate body. He pointed out the ways in which a Board's failure to function as a corporate body can create inefficiencies in an organization, especially with regard to establishing priorities for the administration. He also shared examples of what happens when school districts do not function as a corporate body.

The Board annually sets the Superintendent priorities. The Board can either approve the existing priorities for the upcoming school year or make appropriate changes.

Priority One: Continue to make improvements and advancements in the instructional program.

Priority Two: Continue planning for the financial health of the District, given expected rates of growth and the current economic climate.

Priority Three: Continue improvements in career and technology education.

Priority Four: Continue to make improvements to safety and security in the District.

Priority Five: Continue to develop a coordinated Board-administration outreach/communication program for the community.

The superintendent will develop a set of evaluation goals related to the priorities.

Recommended for approval:



Dr. Thomas Randle
Superintendent

DISCUSSION OF BOARD OPERATING PROCEDURES

IMPACT/RATIONALE:

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

Resource person: Dr. Thomas Randle, Superintendent

Board Operating Procedures



**Lamar Consolidated Independent
School District**

Board Operating Procedures Lamar Consolidated Independent School District

In effective school systems, the Superintendent and the Board function as a "Team of Eight." A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district and the Superintendent and staff provide the leadership to cause Board policies to be implemented. Therefore, the Lamar CISD Board of Trustees and Superintendent function as a "TEAM of Eight" to provide open communication to the staff and patrons of the district.

The Lamar CISD Board of Trustees adopts these guidelines as Standard Operating Procedures to effectively communicate with staff and patrons of the district.

I. DEVELOPING BOARD MEETING AGENDA

A. Placing items on agenda

1. The tentative agenda is created by the administration and presented to the Board President one week before the regular Board meeting.
2. Board members must request through the Board President in advance any item they wish to have considered for placement on the agenda.
3. The Board President shall place an item on the agenda if the item is requested by **three** Board members.
4. Future Agenda Items is listed on the agenda of each board meeting and three board members may request that an item be listed for the next meeting.
5. In accordance with Texas Open Meeting Law, no member can place an item on the agenda less than 72 hours in advance of a meeting, except in an emergency as per Texas Code.

B. Items for Executive Session

1. All personnel issues must be conducted in an executive session, unless specifically required by Texas Open Meeting Law.
2. The Board may discuss any and all subjects, for any and all purposes permitted by Sections 551.071-551.084, in executive session.

C. A consent agenda will be used whenever possible. The Board President will recommend action items to be placed on the consent agenda. Action item(s) may be removed from the consent agenda at the request of any board member.

II. MEMBER CONDUCT DURING BOARD MEETINGS

(Four members present constitutes a quorum for a meeting.)

A. Persons addressing the Board (*Persons have several options of addressing the Board on agenda items.*)

1. A person may address the Board by completing a form located inside the board room prior to Audience to Patron portion of the meeting. Each speaker is limited to five minutes.
2. Delegations of more than five persons shall appoint one person to present their views.
3. The Board will not discuss concerns with individuals at the meeting.

B. Board response to persons addressing the Board

1. The Board President, when necessary, may direct the Superintendent to investigate item(s) and report back to the Board.

C. Discussion of individual employees or students by the Board or audience

1. The Board will not entertain negative comments on individual employees in public session.
2. The Board will not entertain negative comments on individual students in public session.

D. Hearing and public hearings

1. During public hearings, the Board is assembled only to gather information.
2. The Board will not answer questions or enter into dialogue, except with their attorney, in the case of an employee hearing.
3. Rules for the public hearing will be strictly adhered to:
 - a. The Board will limit comments to five minutes per testifier;
 - b. The Board will accept written (signed) or oral testimony;
 - c. The Board will not allow duplicate testimony; and
 - d. The Board will not allow any derogatory comments.

E. Board shall observe the parliamentary procedures in Robert's Rules of Order

1. All discussion shall be directed solely to the business currently under deliberation.
2. The Board President has the responsibility to keep the discussion pertinent to the motion at hand and shall halt discussion that does not apply to the business before the Board.
3. The Board President has the right to recognize a Board member prior to giving their comments.

4. Individual Board topics will be limited to Five (5) minutes discussion from each Board member. The approval of a majority of Board members present is required to exceed this time limit. Extended time limits must be outlined prior to a Board vote and any/all additional approval to exceed those limits will require approval of a majority of Board members present for each request. Any Board member can request the Board to consider extended discussion periods.
5. Board members will raise their hand and be recognized by the presiding officer prior to beginning any discussions or motions. The individual member will relinquish the floor back to the presiding officer once they have concluded.

III. VOTING

- A. The Board President has the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
- B. In case of a tie vote, the item is tabled. The Board President shall bring the item back to the Board on a subsequent agenda.

IV. INDIVIDUAL BOARD MEMBER REQUEST FOR INFORMATION OR REPORTS

- A. Board members shall request information and/or reports from the Superintendent through the Board President.
- B. The Superintendent will gather information and/or report and disseminate to the Board in a timely manner.
- C. Board members are encouraged to advise the Superintendent of questions or concerns on agenda items before the Board meeting.
- D. The Superintendent will contact each board member prior to a meeting to clarify any questions he/she may have.

V. CITIZEN REQUEST/COMPLAINT TO INDIVIDUAL BOARD MEMBER

- A. The Board member should hear the full complaint so that the Board member has full understanding of the persons, dates, times, and places involved in the complaint.
 1. Repeat the problem to citizen.
 2. Inform the citizen of the chain of command.
 3. Remind the citizen of due process and that the Board member must remain impartial in case the situation goes before the Board.

- B. Refer the citizen to the appropriate person in the chain of command.
- C. The administrators shall communicate with the citizen in a timely manner and follow-up with the Board member.

VI. EMPLOYEE REQUEST/COMPLAINT TO INDIVIDUAL BOARD MEMBER

- A. The Board member should hear the full complaint so that the Board member has a full understanding of the employee's complaint.
 - 1. Repeat the problem back to employee.
 - 2. Inform the employee of the chain of command.
 - 3. Remind the employee of the due process procedure and that the Board member must remain impartial in case the situation goes before the Board.
- B. Refer the employee to the appropriate person in the chain of command.
- C. The Board member must talk with Superintendent within 24 hours, relaying the employee's communication.
- D. The employee will hear from the Superintendent in a timely fashion unless the employee requests no contact from the Superintendent.

VII. BOARD MEMBER VISIT TO SCHOOL CAMPUS

- A. Board members are encouraged to attend special events on campuses to represent the Board in support of activities.
- B. Board members are not to go into teachers' classrooms or campuses for the purpose of evaluation or investigation.
- C. Board members must sign in at the office when visiting campuses.
- D. Board members must wear identification tags when visiting schools.

VIII. COMMUNICATIONS

- A. The Superintendent will communicate with all Board members via weekly Board-O-Grams.
- B. The Superintendent will communicate information in a timely fashion to all Board members.
- C. Requests to the Superintendent from the Board President will be distributed to all Board members.
- D. Board members will keep the Superintendent informed via telephone calls, faxes, e-

mail, or personal visits.

- E. Board members will communicate with the community through public hearings, regular Board meetings, and regular publications.
- F. Individual Board members cannot speak in an official capacity outside the board room.

IX. EVALUATION OF SUPERINTENDENT

- A. The Board President will obtain input from all members of the Board on the approved indicators on the Superintendent's evaluation.
- B. Evaluation of the Superintendent is conducted in executive session.
- C. A summative evaluation of the Superintendent will be conducted during the first quarter of the calendar year.

X. EVALUATION OF THE BOARD

The evaluation of the Board is an assessment of completion of an action plan for increased Board effectiveness and working relationship with the Superintendent.

XI. CRITERIA AND PROCESS FOR SELECTING BOARD OFFICERS

- A. Candidates for the President of the Board, Vice President, and Secretary must have at least one year of experience on the Board.
- B. Elections are held in May of each year.

XII. ROLE AND AUTHORITY OF BOARD MEMBER AND/OR BOARD OFFICERS (*Set in state statute*)

- A. No Board officer has authority outside the Board meeting.
- B. No Board member can direct employees in regard to performance of duties.
- C. The Board President shall:
 - 1. Preside at all Board meetings;
 - 2. Appoint committees;
 - 3. Call special meetings; and
 - 4. Sign all legal documents required by law.
- D. The Vice President shall act in capacity of President in the absence of the President.

- E. The Secretary shall:
 - 1. Keep accurate record of Board meetings;
 - 2. Call meetings and act in the capacity of the President, in the absence of the President and Vice-President; and
 - 3. Countersign all warrants.

XIII. ROLE OF BOARD IN EXECUTIVE SESSION

- A. The Board can only discuss those items listed on the executive session agenda and as limited by law.
- B. The Board must vote in public session.
- C. Discussions during executive session must remain confidential.

XIV. MEDIA INQUIRIES TO THE BOARD

- A. The Board President shall be the official spokesperson for the Board to the media/press on issues of media attention. All Board members who receive calls from the media should direct them to the Board President or designee.

XV. ANONYMOUS PHONE CALLS AND/OR LETTERS

- A. The Lamar CISD Board of Trustees encourages input. However, anonymous calls or letters will not receive Board attention, discussion, or response and will not result in directives to the administration. Confidentiality is strictly maintained when possible.

XVI. REVIEW BOARD OPERATING PROCEDURES

- A. Standard Board Operating Procedures may be reviewed and updated at the request of the majority of the board.

**CONSIDER APPROVAL OF ADDITIONAL SECURITY
CAMERAS AND COMPONENTS**

RECOMMENDATION:

That the Board of Trustees approve the purchase of security cameras, licenses, network drops, servers, storage, and installation and configuration services in the amount of \$568,736.94 from Micro Integration & Programming Solutions, Inc.

IMPACT/RATIONALE:

Security cameras throughout the District provide valuable information. They are frequently used as part of investigations by District staff and Police Officers. The District has approximately 900 security cameras with 1,100 lenses. Additional cameras are needed at most campuses and facilities to include areas not covered by existing cameras. In addition, the Food Service Department requested cameras to cover cafeteria cash registers, kitchen area back doors and managers' offices.

PROGRAM DESCRIPTION:

Principals, School Resource Officers, and District-level staff were asked to submit requests for additional cameras at campuses and district facilities. Coverage maps were then created which showed both existing and requested cameras to provide a visual of camera coverage. These maps were then reviewed to ensure proper coverage.

Technology Services worked with the Purchasing Department to ensure a properly procured contract. Funds from the Technology and Food Services portions of the 2014 bond and excess reserves from the Food Service Fund will be used to fund this project. Micro Integration offers these products and services through The Cooperative Purchasing Network (TCPN).

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



presented by:
 Micro Integration
 10801 Hammerly
 Suite 246
 Houston, Texas 77043

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

TCPN Number R5231

February 10, 2016

Campus	Count of Requested Location	Campus Total	Actual number of cameras requested	12186DN	12176-28	2256PM	3255PMIR	1765-LE	2256PMIR
Adolphus Elementary	3	\$5,903.50	3	2			1		
Alternative Learning Center	2	\$5,617.50	3	2		1			
Austin Elementary	1	\$1,628.50	1				1		
Beasley Elementary	5	\$10,536.50	7		1	6			
Bowie Elementary	0	\$6,190.00	4	1		3			
Briscoe Junior High	12	\$18,163.50	11		5	6			
Campbell Elementary	1	\$2,167.50	1	1					
Dickinson Elementary	1	\$2,137.50	1	1					
Foster High School	29	\$46,345.00	26	2	11	9	4		
Frost Elementary	1	\$4,027.50	3			3			
George Junior High	7	\$14,340.50	9	1	1	5	2		
George Ranch High School	5	\$10,962.00	6		1	4	1	(2 OPT)	
Hubenak Elementary	8	\$8,337.50	5		2	3			
Huggins Elementary	1	\$1,288.50	1			1			
Hutchison Elementary	1	\$1,342.50	1			1			
Jackson Elementary	4	\$5,077.50	3		1	1	1		
Lamar Consolidated High School	7	\$24,999.00	14	6	2	6			
Lamar Junior High	9	\$12,130.00	8		1	5	2		
Long Elementary	2	\$2,137.50	1	1					
McNeill Elementary	4	\$7,206.00	4	1		2	1		
Meyer Elementary	2	\$2,685.00	2			2			
Navarro Middle School	8	\$12,368.50	9			8	1		
Other Transportation		\$4,048.00	2	1				1	
Other Athletic Office		\$7,052.50	5				1		4
Other Development Center		\$10,771.00	8						8
Other Annex		\$10,030.50	7	1					6
Other Powell Point		\$11,106.00	8	4		4			
Pink Elementary	5	\$19,572.00	12	2	1	6	3		
Ray Elementary	6	\$14,985.50	9	1	2	4	2		
Seguin Early Childhood Center	2	\$4,793.50	3	1		2			
Smith Elementary	5	\$5,988.50	3	2			1		
Special Services		\$4,367.50	3			2	1		
Terry High School	4	\$6,165.00	4	1		3			
Thomas Elementary	1	\$1,342.50	1			1			
Travis Elementary	1	\$4,800.50	3			1	2		
Velasquez Elementary	1	\$2,685.00	2			2			
Wertheimer Middle School	3	\$4,027.50	3			3			
Wessendorff Middle School	1	\$1,373.50	1			1			
Williams Elementary	3	\$4,275.00	2	2					
			199	33	28	95	24	1	18
Sub Total		\$322,975.50	382	132	112	95	24	1	18

Additional Servers and Storage
For all new cameras including
Kitchens **109,606.44**

Total **\$432,581.94**



January 4, 2016

TCPN # R5231

Ver 1.0

Campus Cafeterias	Total	Total Cameras
Brisco	\$4,890.00	4
Foster	\$5,992.50	5
George Jr.	\$4,650.00	4
George Ranch High	\$5,992.50	5
Lamar CHS	\$5,992.50	5
Lamar Jr.	\$5,992.50	5
Reading	\$4,890.00	4
Terry High	\$4,890.00	4
Total	\$43,290.00	36



January 4, 2016

TCPN # R5231

Ver 1.0

CAMPUS CAFETERIAS	Total	Cameras
Adolphus	\$3,787.50	3
Arredondo	\$3,787.50	3
Austin	\$2,445.00	2
Beasley	\$2,445.00	2
Bowie	\$2,445.00	2
Campbell	\$3,787.50	3
Dickinson	\$3,787.50	3
Frost	\$3,787.50	3
Hubenak	\$3,787.50	3
Huggins	\$2,445.00	2
Hutchison	\$3,787.50	3
Jackson	\$3,787.50	3
Long	\$2,445.00	2
McNeill	\$3,787.50	3
Meyer	\$3,787.50	3
Navarro	\$2,445.00	2
Pink	\$3,787.50	3
Polly Ryon	\$3,787.50	3
Ray	\$2,445.00	2
Seguin	\$3,787.50	3
Smith	\$3,787.50	3
Thomas	\$3,787.50	3
Travis	\$3,787.50	3
Velasquez	\$3,787.50	3
Wertheimer	\$3,787.50	3
Wessendorff	\$3,787.50	3
Williams	\$3,787.50	3
Total	\$92,865.00	74

INFORMATION ITEM: QUARTERLY ACADEMIC UPDATE

During the Board/Superintendent team planning session, the Board asked the Superintendent to develop a set of key indicators from the District Improvement Plan for quarterly reports to the Board. The purpose of the quarterly report is to keep the focus of the Board, the Administration, and the District on student performance. This presentation will focus on the overall activity on the District Improvement Plan and some specific initiatives for Accelerated Programs.

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: 2015 GASTON CAPERTON OPPORTUNITY HONOR ROLL

Lamar Consolidated School District Placed on the College Board's Gaston Caperton
Opportunity Honor Roll for Expanding Access to College

130 School Districts across the U.S. Are Honored

Lamar Consolidated ISD is one of only 130 school districts in the United States being recognized by the College Board's Gaston Caperton Opportunity Honor Roll for creating opportunities for traditionally underrepresented students. The districts featured on the Honor Roll have expanded access to higher education by providing students with rigorous academic offerings, innovative college-preparation programs, consistent growth in the number of underrepresented students and students from lower-income backgrounds participating in AP, taking the SAT and applying to four or more colleges.

To be included on the Gaston Caperton Opportunity Honor Roll, the District needed to:

- Increase the number of underrepresented students who took the SAT®;
- Increase the number of underrepresented students who took an AP® course and exam;
- Increase the number of underrepresented students who were on-track for college, as demonstrated by scoring 1550+ on the SAT;
- Increase the number of underrepresented students who scored a 3+ on an AP Exam; and
- Increase the number of underrepresented students who sent their SAT scores to at least four colleges.

The Gaston Caperton Opportunity Honor Roll shows how exemplary classroom instruction, challenging courses, and daily hard work and practice makes all the difference in the lives of students.

Resource Persons: Leslie Haack, Executive Director of Secondary Education
 Valerie Vogt, Academic Administrator
 Valerie Anderson, Advanced Academic Studies

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT
TRANSFER REQUESTS TO BOWIE, HUBENAK, McNEILL, RAY, THOMAS,
TRAVIS AND WILLIAMS ELEMENTARY SCHOOLS**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2016-2017 school year: Bowie, Hubenak, McNeill, Ray, Thomas, Travis and Williams elementary schools. It is noted that the freeze on the intra-district/inter-district transfers would not include: (1) Students who are currently enrolled in a school via transfer; (2) siblings of students currently enrolled in a school via transfer; or (3) children of District employees. The exception being if the elementary level enrollment exceeds the 22-1 average capacity at individual grade levels that would require the hiring of additional staff. Principals would examine the number of transfer students. The transfer may have to be rescinded. In these cases, the parents would be notified immediately.

Resource Person: Laura Lyons, Executive Director of Elementary Education

INFORMATION ITEM: DEMOGRAPHIC UPDATE

In order to manage growth effectively, the District employs Population and Survey Analysts (PASA) to analyze student trends, projections of housing occupations by planning unit, ratios of students per household, District-wide projections and long-range planning. PASA has completed the spring update and will provide information to the Board.

Dr. Pat Guseman and Dr. Stacey Tepera will present the update and answer questions related to the study.

Resource Person: Dr. Thomas Randle, Superintendent

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF JANUARY 31, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of January 31, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through January 31, 2016, LCISD had collected 83.9 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
January 2016**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
15	\$ 62,549,659.21	\$ -	\$ -	\$ 62,549,659.21	\$ 46,800,310.20	\$ -	\$ 15,749,349.01	\$ -
14	\$ 117,146.75	\$ 16,598.23	\$ 15,808.72	\$ 149,553.70	\$ 87,650.46	\$ 28,227.69	\$ 29,496.29	\$ 4,179.26
13	\$ 59,293.51	\$ 4,374.88	\$ 2,960.66	\$ 66,629.05	\$ 44,364.06	\$ 6,234.01	\$ 14,929.45	\$ 1,101.53
12	\$ 55,248.33	\$ 1,976.08	\$ 1,036.20	\$ 58,260.61	\$ 41,337.39	\$ 2,514.68	\$ 13,910.94	\$ 497.60
11	\$ 55,582.65	\$ 1,792.38	\$ 795.03	\$ 58,170.06	\$ 40,787.82	\$ 2,110.27	\$ 14,794.83	\$ 477.14
10	\$ 51,090.52	\$ 499.59	\$ 90.32	\$ 51,680.43	\$ 38,191.99	\$ 463.77	\$ 12,898.53	\$ 126.14
09	\$ 33,269.85	\$ 528.85	\$ 185.22	\$ 33,983.92	\$ 26,173.88	\$ 618.81	\$ 7,095.97	\$ 95.26
08	\$ 218.45	\$ 193.69	\$ 79.09	\$ 491.23	\$ 171.72	\$ 231.34	\$ 46.73	\$ 41.44
07	\$ 17.15	\$ 4.58	\$ 1.54	\$ 23.27	\$ 13.19	\$ 5.06	\$ 3.96	\$ 1.06
06	\$ 446.77	\$ 502.15	\$ 141.38	\$ 1,090.30	\$ 383.94	\$ 572.93	\$ 62.83	\$ 70.60
05	\$ 314.36	\$ 396.66	\$ 139.82	\$ 850.84	\$ 270.62	\$ 480.97	\$ 43.74	\$ 55.51
04	\$ 69.61	\$ 90.22	\$ 30.57	\$ 190.40	\$ 61.50	\$ 110.29	\$ 8.11	\$ 10.50
03	\$ 137.00	\$ 213.71	\$ 52.61	\$ 403.32	\$ 123.46	\$ 245.20	\$ 13.54	\$ 21.12
02	\$ 2.33	\$ -	\$ -	\$ 2.33	\$ 2.10	\$ -	\$ 0.23	\$ -
01	\$ 48.26	\$ 70.52	\$ 13.95	\$ 132.73	\$ 43.49	\$ 77.50	\$ 4.77	\$ 6.97
00	\$ 29.47	\$ 56.60	\$ 12.91	\$ 98.98	\$ 26.23	\$ 63.30	\$ 3.24	\$ 6.21
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ 168.50	\$ 362.29	\$ 79.62	\$ 610.41	\$ 155.78	\$ 414.57	\$ 12.72	\$ 27.34
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 62,922,742.72	\$ 27,660.43	\$ 21,427.64	\$ 62,971,830.79	\$ 47,080,067.83	\$ 42,370.39	\$ 15,842,674.89	\$ 6,717.68

**Lamar Consolidated ISD
Tax Collections
September 1, 2015-August 31, 2016
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 1/31/2016
15	\$ 173,016,529.71	\$ 6,665,083.94	\$ 179,681,613.65	\$ 150,665,381.85	\$ -	\$ -	\$ 150,665,381.85	\$ 29,016,231.80
14	\$ 1,578,079.69	\$ (229,731.76)	\$ 1,348,347.93	\$ 510,191.59	\$ 98,741.94	\$ 103,874.05	\$ 712,807.58	\$ 838,156.34
13	\$ 759,119.83	\$ (159,201.63)	\$ 599,918.20	\$ 157,682.17	\$ 23,529.68	\$ 16,409.84	\$ 197,621.69	\$ 442,236.03
12	\$ 693,023.94	\$ (221,154.52)	\$ 471,869.42	\$ 105,621.58	\$ 9,949.34	\$ 5,108.06	\$ 120,678.98	\$ 366,247.84
11	\$ 631,556.26	\$ (229,153.86)	\$ 402,402.40	\$ 87,295.15	\$ 6,309.01	\$ 2,545.31	\$ 96,149.47	\$ 315,107.25
10	\$ 605,391.03	\$ (331,029.14)	\$ 274,361.89	\$ (4,837.41)	\$ 3,501.09	\$ 1,072.04	\$ (264.28)	\$ 279,199.30
09	\$ 581,353.50	\$ (335,006.89)	\$ 246,346.61	\$ 49,662.73	\$ 3,645.27	\$ 1,405.40	\$ 54,713.40	\$ 196,683.88
08	\$ 587,734.40	\$ (411,472.23)	\$ 176,262.17	\$ 4,283.25	\$ 3,391.94	\$ 968.35	\$ 8,643.54	\$ 171,978.92
07	\$ 191,892.59	\$ -	\$ 191,892.59	\$ 3,273.88	\$ 2,921.63	\$ 682.02	\$ 6,877.53	\$ 188,618.71
06	\$ 127,543.57	\$ -	\$ 127,543.57	\$ 3,648.57	\$ 3,840.27	\$ 1,189.82	\$ 8,678.66	\$ 123,895.00
05	\$ 142,756.89	\$ (243.81)	\$ 142,513.08	\$ 1,393.07	\$ 1,756.48	\$ 624.51	\$ 3,774.06	\$ 141,120.01
04	\$ 65,622.10	\$ (116.63)	\$ 65,505.47	\$ 1,128.89	\$ 1,516.49	\$ 527.66	\$ 3,173.04	\$ 64,376.58
03	\$ 48,382.85	\$ (87.39)	\$ 48,295.46	\$ 1,123.18	\$ 1,696.92	\$ 422.74	\$ 3,242.84	\$ 47,172.28
02	\$ 32,774.61	\$ (5.07)	\$ 32,769.54	\$ 2.33	\$ -	\$ -	\$ 2.33	\$ 32,767.21
01	\$ 30,373.59	\$ -	\$ 30,373.59	\$ 262.24	\$ 403.11	\$ 81.92	\$ 747.27	\$ 30,111.35
00	\$ 26,210.82	\$ -	\$ 26,210.82	\$ 73.47	\$ 138.88	\$ 31.85	\$ 244.20	\$ 26,137.35
99	\$ 27,765.44	\$ -	\$ 27,765.44	\$ -	\$ -	\$ -	\$ -	\$ 27,765.44
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 584.76	\$ 1,249.87	\$ 275.19	\$ 2,109.82	\$ 18,733.94
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 252.81	\$ 564.65	\$ 122.62	\$ 940.08	\$ 17,063.65
96	\$ 16,372.69	\$ (9.38)	\$ 16,363.31	\$ 5.62	\$ 1.34	\$ 1.04	\$ 8.00	\$ 16,357.69
95	\$ 8,069.69	\$ -	\$ 8,069.69	\$ 215.99	\$ 540.72	\$ 113.51	\$ 870.22	\$ 7,853.70
94	\$ 5,144.31	\$ -	\$ 5,144.31	\$ 134.92	\$ 350.65	\$ 72.83	\$ 558.40	\$ 5,009.39
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ -	\$ -	\$ -	\$ -	\$ 2,639.02
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ -	\$ -	\$ -	\$ -	\$ 3,823.63
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,282.34	\$ 3,888.69	\$ 775.64	\$ 5,946.67	\$ 9,984.24
Totals	\$179,230,061.90	\$ 4,747,871.63	\$183,977,933.53	\$ 151,588,662.98	\$167,937.97	\$136,304.40	\$151,892,905.35	\$32,389,270.55

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

MONTH	2015-2016	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%	0.0%
OCT	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
DEC	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
JAN	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
FEB		95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
MAR		96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
APR		97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY		98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE		98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY		98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG		99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2015-16 TAX COLLECTIONS
AS OF JANUARY 31, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 1/31/2016	% OF BUDGET COLLECTED
2015	2015-2016	\$175,920,949	\$150,665,382	85.64%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$923,281	42.94%
TOTAL		\$178,070,949	\$151,588,663	85.13%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JANUARY 31, 2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
COLLECTION YEAR						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 150,665,382
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,665,084
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 510,192	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ (229,732)	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 157,682		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (159,202)		
4 Collections	\$ 199,270	\$ 308,264	\$ 105,622			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (221,155)			
5 Collections	\$ 268,598	\$ 87,295				
Adj. To Roll	\$ 527,967	\$ (229,154)				
6 Collections	\$ (4,837)					
Adj. To Roll	\$ (331,029)					
TOTAL:						
COLLECTIONS	\$ 133,928,924	\$ 137,715,862	\$ 141,721,657	\$ 149,117,770	\$ 160,730,619	\$ 150,665,382
ADJUSTED TAX ROLL	\$ 134,208,121	\$ 138,030,968	\$ 142,087,904	\$ 149,560,006	\$ 161,568,776	\$ 179,681,614
BALANCE TO BE COLLECTED	\$ 279,198	\$ 315,107	\$ 366,247	\$ 442,236	\$ 838,156	\$ 29,016,232
ADJ. TAXABLE VALUE	\$ 9,835,339,220	\$ 9,929,928,292	\$ 10,221,783,677	\$ 10,759,325,636	\$ 11,623,234,835	\$ 12,926,269,821
TOTAL % COLLECTIONS AS OF JANUARY 31, 2016	99.8%	99.8%	99.7%	99.7%	99.5%	83.9%
TAX RATE	1.36455	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (Misc. Renovations 2015)	Application # 8	\$ 106,168.62
Drymalla Construction (Fulshear HS)	Application # 19	\$ 2,178,318.65
Drymalla Construction (Leaman JHS)	Application # 19	\$ 1,070,649.05
Drymalla Construction (Transportation Satellite)	Application # 19	\$ 389,680.50
Engineered Air Balance (Fulshear HS)	Application # 3	\$ 2,200.00
Engineered Air Balance (Fulshear HS)	Application # 4	\$ 32,775.00
Engineered Air Balance (Leaman JHS)	Application # 2	\$ 14,345.00
Gamma Construction (Elementary #24)	Application # 3	\$ 580,450.00
Gilbane (2011 Bond Program)	Application # 45	\$ 191,580.00
Jones & Carter (Elementary #24)	Application # 1	\$ 21,000.00
LJA Engineering (Elementary #25)	Application # 1	\$ 5,000.00
PBK Architects (Arredondo Elementary)	Application # 12	\$ 663.78
PBK Architects (Elementary #24)	Application # 2	\$ 4,449.94

PBK Architects (Elementary #24)	Application # 3	\$	8,899.87
PBK Architects (Elementary #25)	Application # 1	\$	42,959.39
PBK Architects (Fulshear HS)	Application # 14	\$	61,154.61
PBK Architects (Leaman JHS)	Application # 12	\$	32,745.53
PBK Architects (Transportation Satellite)	Application # 5	\$	4,976.11
Terracon (Elementary #24)	Application # 1	\$	2,565.00
Terracon (Elementary #24)	Application # 2	\$	5,456.00
Terracon (Transportation Satellite)	Application # 5	\$	2,101.00
Terracon (Transportation Satellite)	Application # 6	\$	267.50
Vanir, Rice & Gardner (2014 Bond Program)	Application # 7	\$	207,561.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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

Work Request Summary for January, 2016:

- The Department completed 997 requests
- The Department received 102 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Unclogging the sanitary sewer back up in the 3rd grade pod at Adolphus Elementary
- Replacing a leaking toilet drain gasket in the girls restroom at Jackson Elementary
- Replacing a faulty circuit breaker on a classroom heater at Thomas Elementary
- Responding to a call about smoke coming from a light fixture in the auditorium hallway at George Ranch High
- Repairing stage lighting at Wessendorff Middle
- Reprogramming the intercom bell system at the Alternative Learning Center
- Reprogramming and replacing the intercom on the call system at Foster High
- Replacing the fire alarm system detector device at Beasley Elementary
- Replacing the fire alarm system detector device at Pink Elementary
- Replacing the fire alarm system detector device at Wertheimer Middle
- Hanging a paper towel dispenser in the girls restroom at Dickinson Elementary
- Installing a new access panel to the motor of the snack machine overhead gate in the cafeteria at Lamar Consolidated High
- Repairing an office chair at Brazos Crossing
- Installing batteries in an exit light in a portable building at Hubenak Elementary
- Hanging Memorial Hermann banners at the Terry practice pool, LCISD Natatorium, and Lamar Junior High
- Installing a retrofit kit in a large cylinder light fixture in the hallway at George Ranch High
- Repairing the stairway across from the front office at George Ranch High
- Repairing a closet bar in a classroom at Smith Elementary
- Lowering desks in a classroom at Smith Elementary
- Removing stalls in the boys restroom for plumbing repairs at Williams Elementary
- Installing mini blinds in an office at Brazos Crossing
- Responding to a natural gas smell at the playground at Hubenak Elementary
- Unclogging a sanitary sewer back up at Lamar Consolidated High
- Responding to a fire department call at the Alternative Learning Center

- Replacing the classroom sensor light switch at Terry High
- Replacing the broken clock in a classroom at Lamar Consolidated High
- Replacing the gym score board controller components at Foster High
- Reprogramming the intercom bell system at Navarro Middle
- Repairing the intercom system at Campbell Elementary
- Replacing a vandalized panic bar chassis at Terry High
- Replacing vandalized window glass at Pink Elementary
- Mounting a pencil sharpener to a classroom wall at Lamar Consolidated High
- Hanging banners in the gyms at Reading Junior High
- Replacing ceiling tiles in an office at Brazos Crossing
- Cleaning a dryer lint trap filter in a classroom at Lamar Consolidated High
- Hanging cork board in a hallway at Lamar Consolidated High
- Replacing tiles in a classroom at Meyer Elementary
- Installing door stops in the computer lab at Jackson Elementary
- Installing a soap dispenser in the staff restroom at Campbell Elementary
- Repainting the back board green on tennis courts at the Briscoe Junior High
- Replacing ceiling tiles in the boys restroom at Lamar Junior High
- Adding silicon around the doors in the library at the George Ranch High
- Cleaning the wood shop dust collector hopper and barrel at Reading Junior High
- Cleaning the dryer lint trap filters throughout the school at Foster High

Energy Management

Energy assisted by:

- Assisting food service with alarm notifications on coolers and freezers
- Installing the new louver on the spectator unit at the LCISD Natatorium
- Beginning the installation of heat exchangers on the boilers at George Ranch High and Reading Junior High
- Meeting with a contractor regarding the bidding on the HVAC contract
- Meeting with a contractor in regards to the installation of a chiller at Campbell Elementary
- Re-working the phone tree list for call-outs by location after-hours
- Installing the new design for the spectator unit at the LCISD Natatorium
- Beginning to test the spectator unit for correct operation at the LCISD Natatorium
- Participating in the webinar for teaching a class at the TASBO Conference
- Installing a temporary boiler at Reading Junior High
- Working on pricing with the control company for the installation of cooler alarms for food service
- Preparing to release the bid package for the districts HVAC service agreement

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Extracting carpets in various classrooms throughout the school at Campbell Elementary
- Setting up for a Cub Scout event in the cafeteria at Velasquez Elementary
- Cleaning and stocking restrooms for a soccer game at Traylor Stadium
- Setting up for a church event at Hubenak Elementary
- Setting up and cleaning after a basketball game at George Junior High
- Scrubbing the field house training room and main corridor at Terry High
- Setting up tables and chairs for a basketball game and cleaning after at Lamar Consolidated High
- Cleaning the library after parenting classes at Travis Elementary
- Cleaning throughout the school after basketball games at Foster High
- Cleaning after the construction on the sewer lines at Williams Elementary
- Extracting carpets in the 4th and 5th grade areas at Campbell Elementary
- Cleaning after the Boy Scouts event at McNeill Elementary
- Cleaning the gyms after volleyball games at Briscoe Junior High
- Deep cleaning at Wertheimer Middle
- Cleaning the gyms after volleyball games at Foster High
- Extracting carpets throughout the school at Pink Elementary
- Cleaning after the swim meet at LCISD Natatorium
- Setting up and cleaning after basketball games at Navarro Middle
- Cleaning the gyms after a wrestling match at Foster High
- Extracting carpets in the hallway at Foster High
- Setting up and cleaning after the board meeting at Brazos Crossing
- Extracting carpets in the 3rd and 4th grade pods at Arredondo Elementary
- Cleaning after a musical performance at George Ranch High
- Setting up and cleaning after a church event at Hubenak Elementary
- Setting up tables and chairs for a region band event in the auditorium at Lamar Consolidated High
- Cleaning the cafeteria after a Girl Scouts event at Dickinson Elementary
- Mopping water and extracting carpets due to water leak at Briscoe Junior High
- Extracting carpets throughout the school at Dickinson Elementary
- Mowing at all elementary campuses
- Mowing at all the high school blocks
- Mowing the athletic fields at all high schools
- Removing scrap metal from Terry High
- Picking up tables from Smith Elementary, Velasquez Elementary, and Hubenak Elementary
- Repairing the fence at Seguin Early Childhood Center
- Installing stop signs at Foster High and Hubenak Elementary
- Spreading kiddie cushion on the playground at Dickinson Elementary
- Delivering tables to Jackson Elementary
- Delivering sand to Williams Elementary and Foster High
- Removing the gazebo from Williams Elementary
- Removing and opening the time capsule at Austin Elementary
- Delivering the forklift to Band Road Warehouse

- Spreading sand on the baseball and football fields at Foster High
- Spreading mulch at Campbell Elementary and Velasquez Elementary
- Painting at all of the baseball, soccer, and softball fields
- Delivering tables to Velasquez Elementary, Smith Elementary, and Austin Elementary
- Setting up handicap posts in the parking lot at George Junior High
- Clearing the parking lot of dirt at the Special Needs Center
- Removing a toy from the playground at McNeill Elementary
- Spreading mulch at Bowie Elementary
- Repairing the fence at Jackson Elementary
- Delivering tables and chairs to Frost Elementary, Terry High, and Travis Elementary
- Picking up the stage for the parade from George Ranch High
- Trimming trees at Meyer Elementary
- Replacing a drain at Beasley Elementary
- Moving wrestling mats at various campuses District-wide
- Providing rodent control at various schools throughout the District
- Applying ant control at Navarro Middle
- Applying ant control at Thomas Elementary
- Providing ant control at George Junior High
- Providing services with The Bug Man Pest Control District-wide
- Applying ant control at Hubenak Elementary
- Applying ant control at Lamar Junior High

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



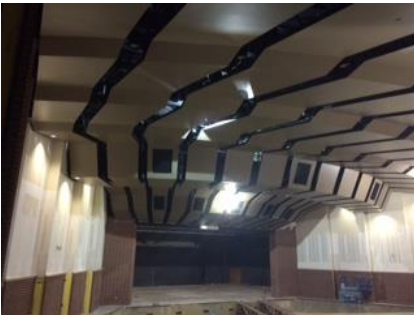
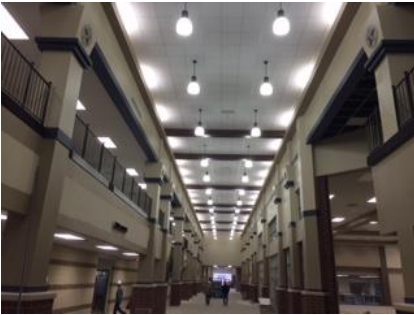
**11.B.#5a. – PLANNING
BOARD REPORT
FEBRUARY 18, 2016**

**Monthly Report
2011 Bond Program**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	195,237,324.00	23,510,056.19	17,357,650.21	154,369,617.60
EXISTING FACILITIES	23,734,459.00	469,039.32	4,628,617.94	18,636,801.76
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	17,763.29	2,536,421.63	3,951,362.55
MISCELLANEOUS	-	-	-	-
TOTAL	249,159,215.00	23,998,458.80	25,359,888.97	185,138,414.72



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

Current 2011 Bond Program Projects:

Churchill Fulshear (Jr.) HS, & sitework:

(Refer to Design Development booklet for floor plans)

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

- ❖ The main canopy entrance framing and decking is complete.
- ❖ The main entrance concrete is ongoing.
- ❖ Commons area floor tile is complete. Ceiling grid and ceiling tile is complete.
- ❖ Kitchen appliances have been delivered and are currently being installed.
- ❖ All casework is onsite and being installed throughout.
- ❖ Auditorium scaffolding is completely removed and ceiling is installed complete with finish paint.
- ❖ The building is dried in and the building air is conditioned. The relative humidity and air temperature is in range for all finishes.
- ❖ Approximately 95% of the site paving is complete.
- ❖ Ductwork is being installed and insulated in the athletics and gymnasium areas.
- ❖ Ceiling grid is nearly complete and the ceiling tile is currently being installed. Lighting fixtures near complete throughout the building and ongoing.
- ❖ Finish paint is ongoing and spirit colors in the main gym are being applied.
- ❖ VCT is onsite, precon meeting was held 1/5/16 and Drymalla has released them pending mock up approval.
- ❖ Fire alarm wiring and speaker wire is ongoing.
- ❖ All fire pipe and heads are roughly 95% complete.
- ❖ Installation of Hollow Metal Doors is ongoing.
- ❖ Site sidewalks are ongoing.
- ❖ The tennis courts have been poured out and fencing, post erection is ongoing.
- ❖ Track has been filled and tested and asphalt is complete.
- ❖ The dormers have been set on the roof tops.
- ❖ Site irrigation is ongoing.
- ❖ Athletic Field post and miscellaneous steel is being erected and ongoing.
- ❖ Ball field chain link fencing is ongoing.



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

Fieldhouse

- ❖ The Field House exterior sheathing is complete.
- ❖ Plumbing overhead is ongoing.
- ❖ Standing seam roof panels are complete.
- ❖ MEP rough is ongoing and near completion. Mechanical piping is awaiting insulation.
- ❖ CMU walls are installed and awaiting primer and finish paint.



Dean Leaman JHS

- ❖ Floor tile in the cafeteria is ongoing. Fur downs, lighting fixtures, and ceiling tile is installed.
- ❖ Ceiling grid, lighting fixtures, and finish painting ongoing down Main Street.
- ❖ Finish painting is ongoing in the athletic areas.
- ❖ Case work is being installed throughout.
- ❖ Gymnasium goalpost and goals are installed.
- ❖ Ceiling grid, light fixtures, and painting are ongoing throughout areas D, E, and F.
- ❖ The building is dried in and relative humidity and temperature is in range for all finishes.
- ❖ Ceiling grid is installed throughout areas E & D.
- ❖ Window frames and glass are installed areas A, B, and C.
- ❖ Low voltage cable is being installed in areas E & F.
- ❖ Main canopy entrance is being erected and ongoing.
- ❖ Gyp board fur down framing is complete and rock is painted in the cafeteria.



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



Satellite Transportation Center Phase II:

- ❖ The metal building addition framing and wall panels are complete.
- ❖ Site paving is complete.
- ❖ Installation of heaters and fans is ongoing.
- ❖ Bus canopy columns and canopies are complete.
- ❖ Bus canopy striping is near completion.
- ❖ The Bus Wash is ready for punch list and owner demonstration and training is complete.
- ❖ Bus Wash Certificate of Occupancy has been issued.

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

- ❖ Project renovations have been completed and are in the closeout and warranty phases.



Adolphus Elementary

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 January 1, 2016: \$968,368.51



Ag Barn renovations

Agricultural Barn Renovations

The renovation included adding a new 10' canopy around $\frac{3}{4}$ 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 January 1, 2016: \$59,322.73



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

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

Uncommitted funds as of January 1, 2016: \$1,000,871.28



Polly Ryon Middle School

Polly Ryon Middle School

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

Uncommitted funds as of January 1, 2016: \$1,083,368.69

Traylor Stadium Track & Turf

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

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



Traylor Stadium Track & Turf

District Competition Natatorium

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

Uncommitted funds as of January 1, 2016: \$495,714.05



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

Uncommitted funds as of January 1, 2016: \$600,993.12

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

Uncommitted funds as of January 1, 2016: \$423,579.04

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

Uncommitted funds as of January 1, 2016: \$13,575.35

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

Uncommitted funds as of January 1, 2016: \$184,453.45

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

Uncommitted funds as of January 1, 2016: \$658,591.95



Alternative Learning Center

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

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

Uncommitted funds as of January 1, 2016: \$20,652.00



Austin Elementary School

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

Uncommitted funds as of January 1, 2016: \$131,466.50



Foster High School

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

Uncommitted funds as of January 1, 2016: \$59,641.00

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

Uncommitted funds as of January 1, 2016: \$13,575.35



Lamar High School

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

Uncommitted funds as of January 1, 2016: \$29,923.47

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

Uncommitted funds as of January 1, 2016: \$18,379.72



Travis Elementary School

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

Uncommitted funds as of January 1, 2016: \$19,602.13

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

Uncommitted funds as of January 1, 2016: \$16,764.57



Arredondo Elementary School

Arredondo Elementary School (Richmond TX): A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX

Uncommitted funds as of January 1, 2016: \$1,683,962.16

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

Uncommitted funds as of January 1, 2016: \$471,128.17



Traylor Stadium

District Map and Directory

www.lcisd.org

HIGH SCHOOLS

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

JUNIOR HIGH SCHOOLS

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

MIDDLE SCHOOLS

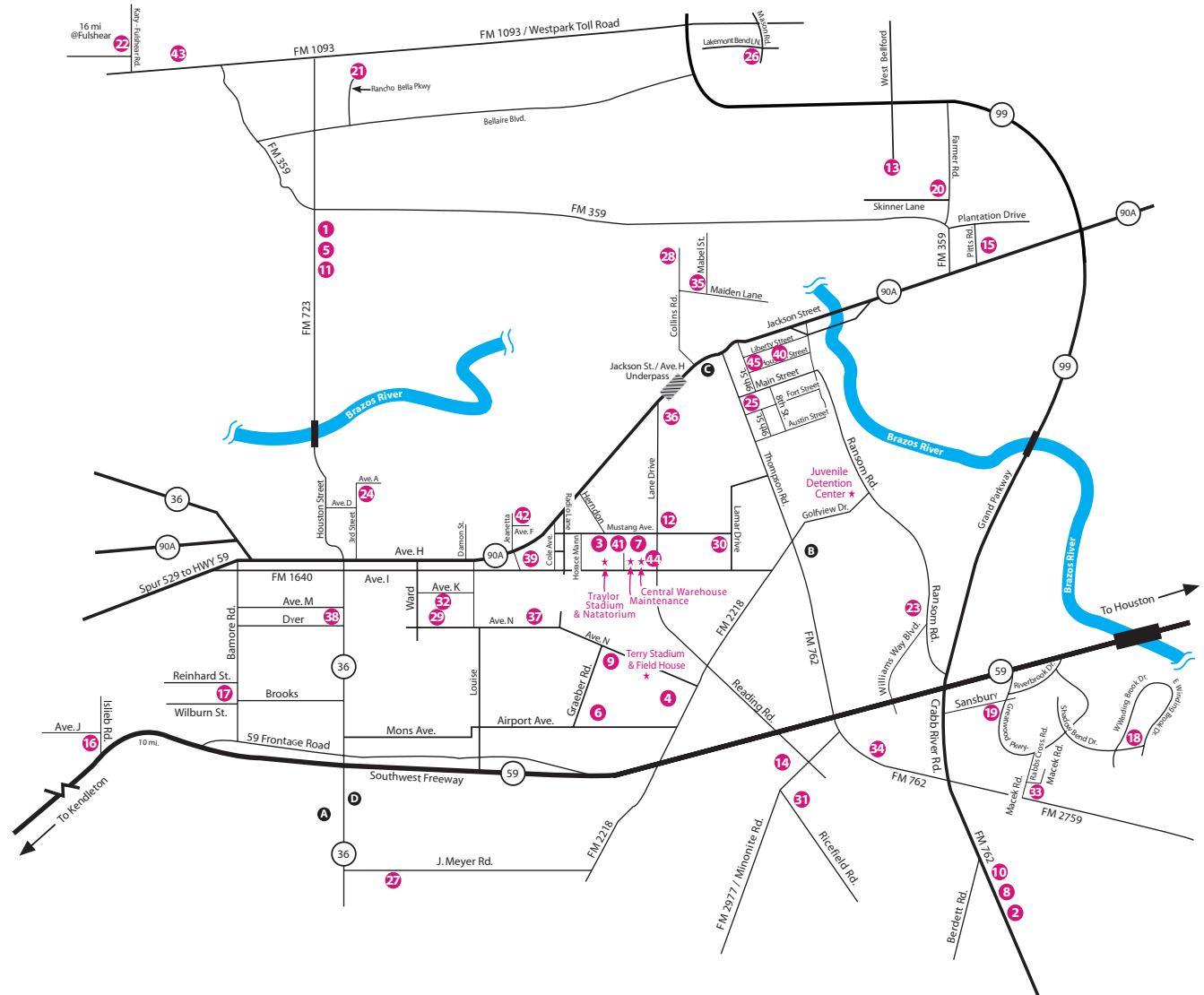
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

ELEMENTARY SCHOOLS

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

DISTRICT FACILITIES/SPECIAL SITES

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



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Uncommitted	Actuals Paid
Elementary 24	22,010,055.00	19,697,935.00	2,312,120.00	1,681,258.96
Elementary 25	23,770,861.00	1,532,445.00	22,238,416.00	285,000.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	0.00
FHS Baseball	40,000.00	1,800.00	38,200.00	0.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	20,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	0.00
LCHS Band Hall	700,000.00	30,000.00	670,000.00	15,000.00
Pink Elementary- Foundation	1,056,000.00	108,000.00	948,000.00	48,000.00
Practice Pool - Foster High School	8,855,872.00	491,598.00	8,364,274.00	0.00
Practice Pool - Fulshear High School	8,855,872.00	491,598.00	8,364,274.00	0.00
Practice Pool - George Ranch High School	8,855,872.00	491,598.00	8,364,274.00	0.00
Support Services Center	12,146,000.00	570,240.00	11,575,760.00	367,363.00
THS Band Hall	700,000.00	30,000.00	670,000.00	15,000.00
THS Baseball	975,000.00	48,000.00	927,000.00	0.00
Sub Total - Bond Sale 1	114,970,936.00	24,597,600.00	90,373,336.00	2,431,621.96
Bond Sale 2				
Elementary 27	24,959,404.00	0.00	24,959,404.00	0.00
Elementary 28	26,207,374.00	0.00	26,207,374.00	0.00
Fulshear 6th Grade School	22,342,493.00	0.00	22,342,493.00	0.00
Fulshear Shell	3,849,077.00	0.00	3,849,077.00	0.00
Satellite Ag Barn	3,786,750.00	0.00	3,786,750.00	0.00
Sub Total - Bond Sale 2	81,145,098.00	0.00	81,145,098.00	0.00
Grand Total	196,116,034.00	24,597,600.00	171,518,434.00	2,431,621.96

PROGRAM OVERVIEW

Vanir | Rice & Gardner are the Program Managers for the 2014 Bond Program on behalf of Lamar CISD. In that role, we provide the direct leadership for managing individual projects, through Architects, Engineers and Contractors. We are the liaisons between Lamar Board of Trustees, Administration, Departments and Schools to coordinate all activities to ensure successful completion of individual projects.

Accomplishments This Month

- Issued Request for Qualifications for Architects & Engineers
 - New Elementary Schools & New Middle School
 - Foster HS Water Plant & HVAC Controls
- Kicked – Off New Bond Projects with Architects
 - Practice Pools at George Ranch HS, Foster HS & Fulshear HS
 - New Elementary #25
 - Satellite Ag Barn #3
 - Terry HS Baseball Complex
 - Support Services Facility
 - Pink Elementary Repairs
- Forming Building Committees for New Bond Projects

ELEMENTARY 24



Lamar ISD Elementary School #24

Image # 160120 6234
Date : 01.20.2016
888.542.0231



Lamar ISD Elementary School #24

Image # 160120 6233
Date : 01.20.2016
888.542.0231



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Contract Completion: November 18, 2016

OVERVIEW

- The building pad is in place.
- Underground utility site work has progressed substantially to roughly 80% complete.
- Pier steel fabrication is 95% complete.
- Drilling of piers is ongoing and currently 60% complete.
- Grade beam forms are approximately 10% fabricated and 5% of grades beams have been poured.
- 69 submittals have been received. 60 have been reviewed and returned. 9 remain in review.
- As of 1/31/16, the construction contract is 9% complete.

PINK ELEMENTARY SCHOOL



OVERVIEW

Pink Elementary School Repairs

- Currently the Pink Elementary School project is in design.
- Planned work includes repairs of cracks in exterior and interior walls, adjusting ceilings, adjusting doors that need alignment, and re-leveling some floor area.

SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: June 2016
- Construction Completion: August 2016

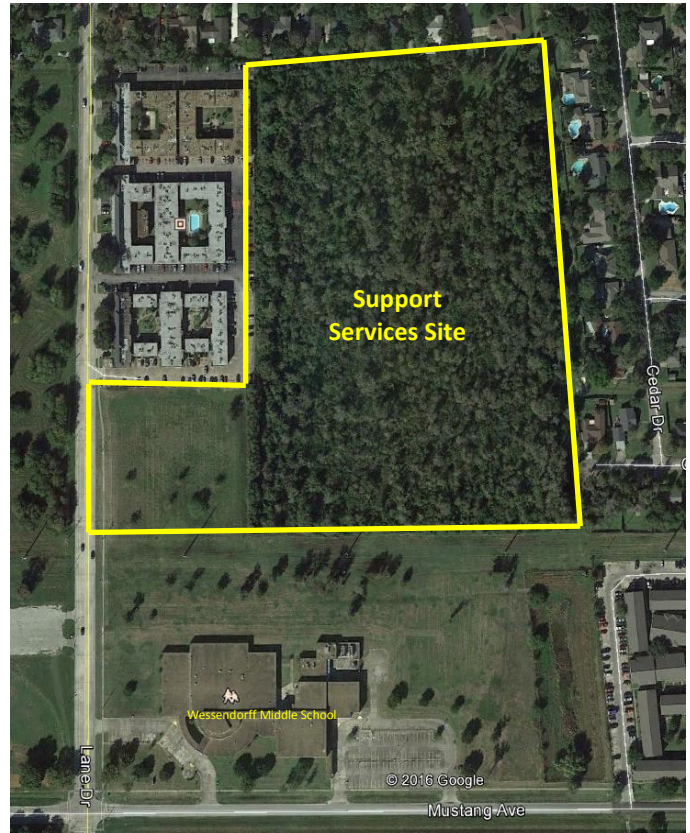
SUPPORT SERVICES CENTER



The Support Services facility project will provide space to expand and relocate Purchasing & Materials Management, Food Service Support, Maintenance & Operations, and Graphic Arts

SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 4th Quarter 2016
- Construction Completion: 3rd Quarter 2017



OVERVIEW

- PBK Architects have begun the Program Development phase.
- Detailed program development meetings are occurring to confirm specific requirements for each department.
- The site for Support Services Facility is located on Lane Drive, north of Wessendorff Middle School.

ELEMENTARY 25



SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 2nd Quarter 2016
- Construction Completion: 3rd Quarter 2017



OVERVIEW

- The site is located in the Firethorne Subdivision in the north section of the District.
- The Design Committee has been established.
- The first design meeting was held to review the site plan and building interiors.
- A preliminary site plan has been developed for review.
- The geotechnical study is underway.

PRACTICE POOLS

George Ranch High School
Foster High School
Fulshear High School

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Under Review
- Construction Completion: Under Review

OVERVIEW

- PBK Architects are preparing to begin the Program Development phase.
- Detailed program development meetings will be scheduled to confirm specific requirements for the Practice Pools at each campus.

BASEBALL SCOREBOARD

Foster High School



OVERVIEW

- Nevco, Inc. is under contract to furnish and install the new Baseball Scoreboard.
- The Foster High School Scoreboard will match the features of the other high schools in the District.

SCHEDULE MILESTONES

- Current Phase: Fabrication
- Construction Start: February 2016
- Construction Completion: March 2016

BASEBALL COMPLEX

Terry High School



OVERVIEW

- PBK Architects are preparing to begin the Program Development phase.
- Detailed program development meetings will be scheduled to confirm specific requirements for the Baseball Complex at Terry High School.

SCHEDULE MILESTONES

- Current Phase: Program Development
 - Construction Start: 3rd Quarter 2016
 - Construction Completion: 2nd Quarter 2017
-

BAND HALL ADDITIONS

Lamar Consolidated High School

Terry High School

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: 4th Quarter 2016
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- VLK Architects are preparing to begin the Program Development phase.
- Detailed program development meetings will be scheduled to confirm specific requirements for the Band Hall Additions at Lamar Consolidated and Terry High Schools.

SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection
- Construction Completion: TBD

OVERVIEW

- VLK Architects have begun the Program Development phase.
 - Detailed program development meetings have been occurring to confirm specific requirements for the Satellite Ag Barn #3.
 - Satellite Ag Barn #2 and #3 are being programmed together.
 - A site for the Satellite Ag Barn #3 has not been selected. Full design will depend on site selection.
-

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 1**
 - a. **Elementary #26**
 - b. **Foster HS Water Plant**
 - c. **HVAC Web-Based Controls**
- **Bond Sale 2**
 - a. **Elementary #27**
 - b. **Elementary #28**
 - c. **Fulshear 6th Grade School**
 - d. **Fulshear Shell Space Build-Out**

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

During the month of January, the following changes were made:

Trainees hired:	5
Full time drivers hired:	8
Bus aides hired:	3
Drivers quit or terminated	3

As of the date of this report, we have:

Total Drivers in Training	6
Waiting on skills test	3
Ready to take a route	3

Our employee referral and incentive program for recruiting and retaining new drivers has resulted in the following payouts this month.

<u>Initial Payout</u>	<u>6 Month Payout</u>
New Drivers: 9	New Drivers: 0
Referred: 6	Referred: 0

ACCIDENTS:

There were three (3) accidents in December.
This is down from four (4) accidents in January.

FIELD TRIPS:

<u>Site</u>	<u>Number of Trips</u>	<u>Miles</u>
Rosenberg	279	16,704
Fulshear	65	5,711

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of eight breakdowns where the bus needed attention or replacement on the road.

The department pumped 25,126 gallons of diesel and 4,710 gallons of gasoline for the month.

ROUTING AND SCHEDULING:

We have the following routes in operation at the present time. A full ABDE route is one route that covers A-morning elementary, B-morning secondary, D-afternoon elementary and E-secondary.

Full ABDE Routes	138
Partial Routes	21
Special Needs Routes	34
Special Needs Mid-days	25
Pre-K Mid-days	12
Doubled Runs	3

We are continuing to eliminate double runs and we are combining double runs with existing partial runs as soon as new drivers come aboard. We started the school year with 24 double runs and now we only have three.

TRAINING AND OTHER EVENTS:

A safety meeting was held on January 20th for the Rosenberg staff at the LCHS auditorium.

This meeting focused on speeds in school and loading zones, pre-trip inspections, attendance, dress code, sick leave vs. discretionary leave, route numbers being visible and the process of eliminating double runs.

STUDENT DISCIPLINE:

During the month of November, 312 discipline referrals were submitted. In December, 215 discipline referrals were submitted. In January, the number dropped to 208. We will continue to compare the data in the coming months.

Resource Persons: Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

**INFORMATION ITEM: POSSIBLE PROJECTS FROM AVAILABLE
2011 BOND FUNDS**

The following is a list of projects that could be funded through the 2011 available bond funds. These project budgets have been estimated for budget purposes.

ATHLETICS

Traylor Stadium

- Site utility paving under the stands
- New fencing around the perimeter
- Replace old Auxiliary Field House with new Auxiliary Field House
- \$2,200,000

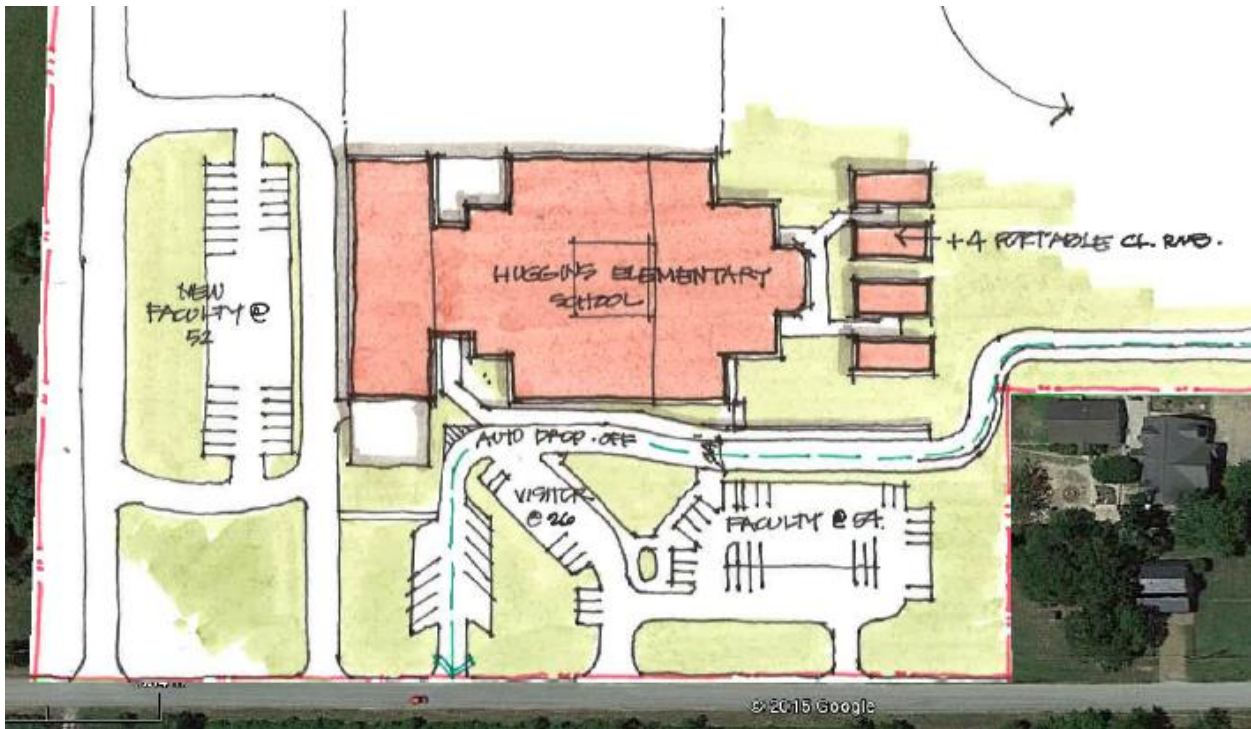
MAINTENANCE & OPERATIONS

Energy Projects

- These projects will reduce energy consumption. The chillers on this list are past the life cycle that is generated by industry standards.
- Chiller replacements for:
 - Wessendorff Middle
 - Travis Elementary
 - Alternative Learning Center
 - Seguin Early Childhood Center
 - Frost Elementary
 - Huggins Elementary
- Retrofit parking lot lights District-wide
- HVAC and lighting controls updates
- \$2,065,000

HUGGINS RENOVATIONS AND ADDITIONS

- Improvements to the parking and parent pickup/drop-off
 - \$560,000
 - April 2016 - Approve Design
 - May 2016 - Receive Bids
 - October 2016 - Complete



- 4 classroom additions \$3,425,000
- Schedule: If approved, to proceed in March 2016
 - April 2016 - Approve Design
 - July 2016 - Receive Bids
 - March 2017 - Complete

BEASLEY RENOVATIONS AND ADDITIONS

- 12 additional classrooms \$6,160,000

ADDITIONAL FENCE

- For budget purposes a 6ft galvanized fence installed runs \$20/ft.
- This number will increase if powder coated or ornamental fencing is required

ACCESS CONTROL SYSTEM

- Key card access system, each unit per door is \$5,000
 - *Example* – If we install (3) units at the elementary/middle schools and (5) units at the junior high/high schools. The estimated cost would be \$685,000.

SECURITY WINDOWS FOR EXTERIOR DOORS

- The Maintenance Department is installing windows in all exterior doors of portable classrooms that do not currently have them.
- At Huggins Elementary the doors leading to the cafeteria from the hall now have windows installed.
- At the Alternative Learning Center the portables have new windows installed in the exterior doors.

- Maintenance is now looking at installing peep holes in exterior doors that are accessible by teachers and students. The schools listed below are schools that have doors that could use a peep hole installed.
 - Austin 16
 - Huggins 14
 - Navarro 18
 - Beasley 11
 - Bowie 5
 - Jackson 9
 - Meyer 16
 - Taylor Ray 12
 - Pink 6
 - Williams 6
 - Seguin 3

 - Total 122

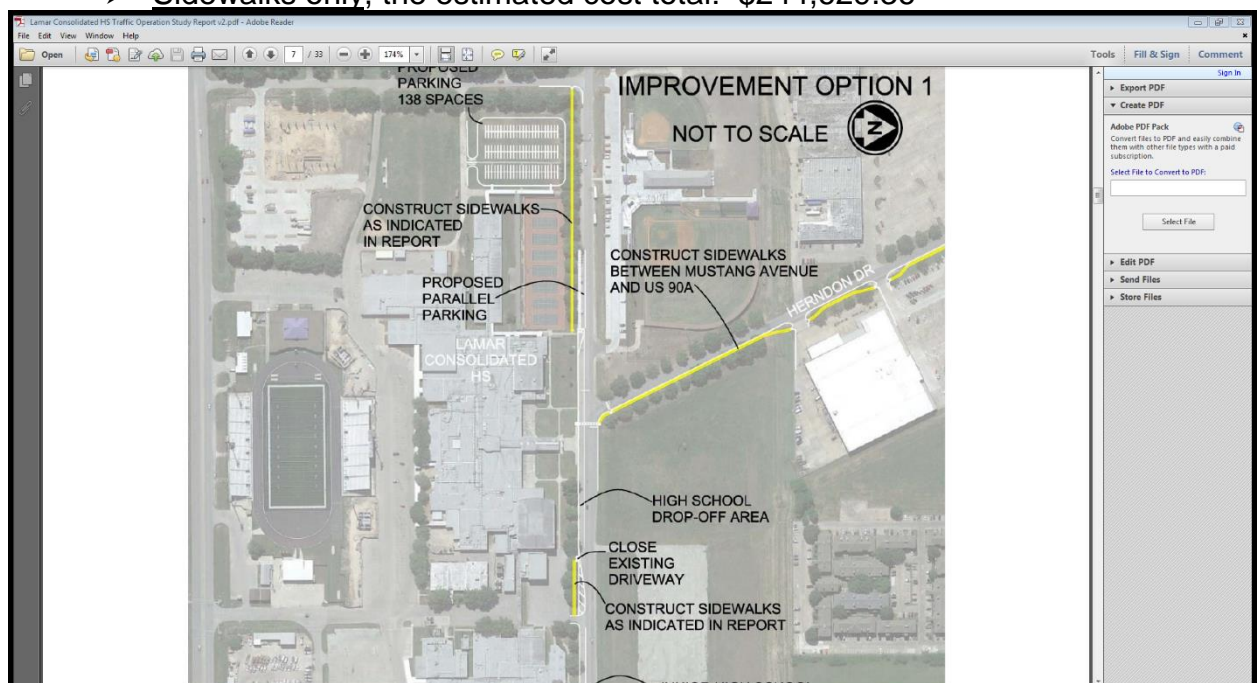
This is a project to be done by the M&O Preventative Maintenance team as they rotate to each campus.

TRAFFIC OPERATIONS STUDY FOR MUSTANG AVENUE

Traffic Engineers Inc. performed a traffic study on Mustang Avenue and from this study presented 4 Options:

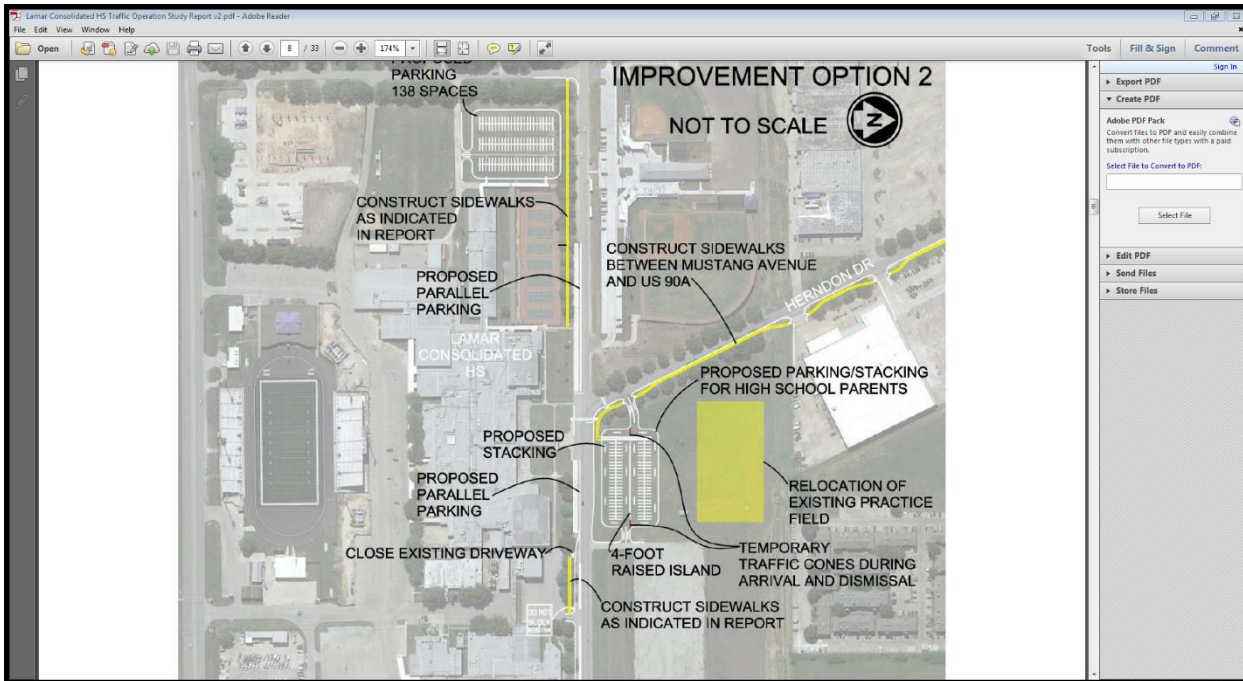
Option #1

- New parking lot on the corner of Mustang Avenue and Horace Mann
- Restripe head parking to parallel parking along Mustang Avenue
- Add additional sidewalk from Mustang Avenue to Avenue H/90A
- New sidewalk along Mustang Avenue from the tennis courts to Horace Mann
 - Cost estimated total: \$1,586,027.49
 - Sidewalks only, the estimated cost total: \$244,629.36



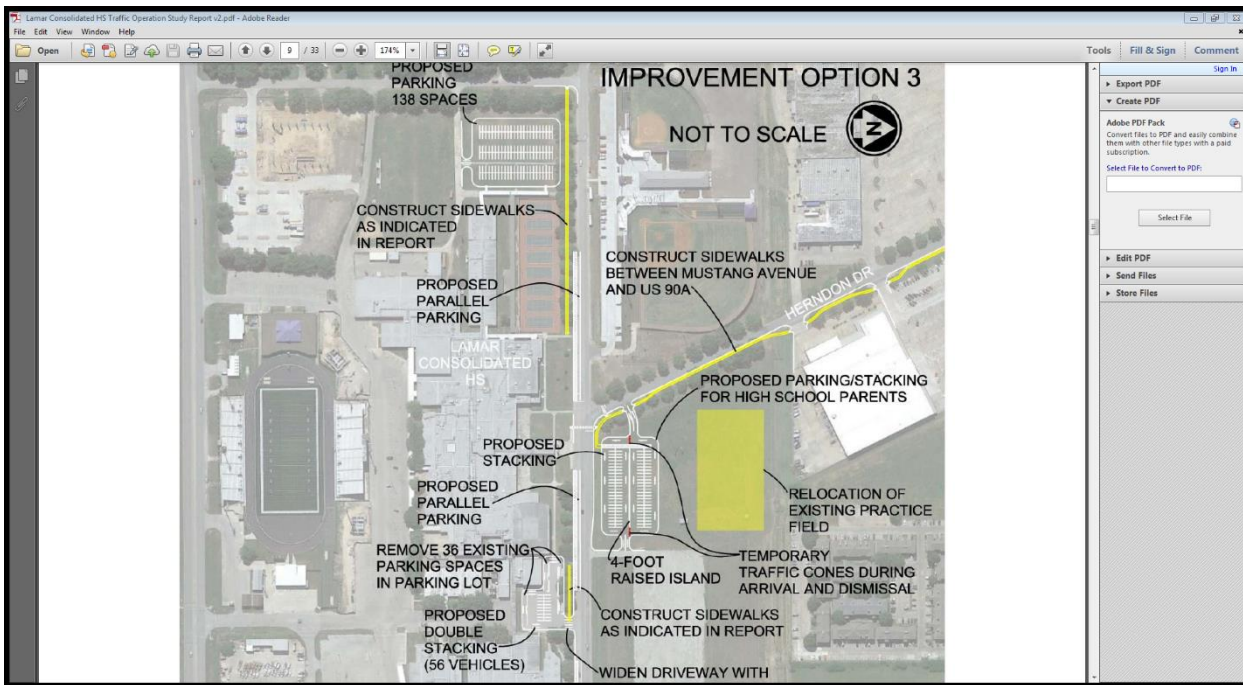
Option #2

- This option takes Option #1 and adds an additional parking lot to the corner of Mustang Avenue and Herndon Drive.
- With this additional parking lot the football practice field would need to be relocated to the north of the proposed parking lot.
 - Cost estimated total: \$2,469,197.72



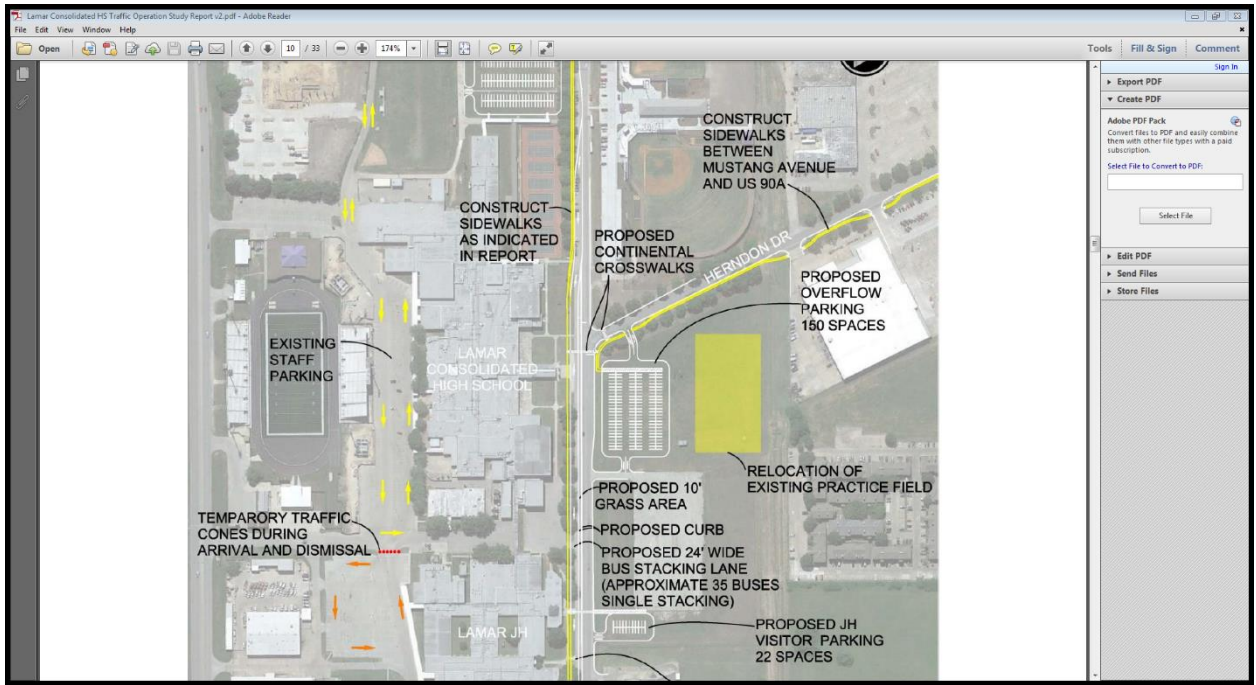
Option #3

- This option takes Option #2 plus the modification of the existing parking lot off of Mustang Avenue between Lamar Consolidated High and Lamar Junior High to provide on-site stacking for the junior high parents (double stacking). Some parking could remain for visitors.
 - Cost estimated total: \$2,370,810.77



Option #4

- This option will switch the existing circulation patterns for buses and parent vehicles.
- Construct a 24 foot wide bus loading/unloading area for the high school and junior high along the south side of Mustang Avenue.
- Separate from the Mustang Avenue main lanes by a raised median.
- Construct a ten foot sidewalk and canopy adjacent to the bus loading/unloading area.
- Close the staff parking lot between the high school and junior high.
- Construct a junior high visitor's parking lot on north side of Mustang Avenue (east of the band practice lot).
- Circulate junior high parent vehicles in the back of the school.
 - Cost estimated total: \$3,975,823.38



The City of Rosenberg would need to be involved with any construction that would affect Mustang Avenue.

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: CONTRACT WITH ENERGY FOR SCHOOLS

At the November 19, 2015 Regular Meeting, the Board of Trustees authorized the Superintendent to execute an electrical provider contract beginning June 1, 2018.

Energy for Schools and Direct Energy were solicited and provided pricing for electricity for the term of June 1, 2018 to May 31, 2020. Administration provided detailed information about our current usage as well as information regarding future buildings and sites.

Energy for Schools provided the most aggressive pricing, allowing the District to lock in a fixed rate of \$0.04242 per kilowatt (kWh) for the specific term. Based on the current rate of \$0.05502 per kWh and an estimated annual usage of 65,310,260 kWh, savings for the two-year period is estimated at \$1,645,819. In addition, with the General Land Office (GLO), the District will be exempt from the Gross Receipts Tax and Public Utility Assessment Fee pass-through costs. These exemptions should produce savings of \$120,000 over the term, bringing the total estimated savings to \$1,765,819.

Resource Persons: Dr. Thomas Randle, Superintendent
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Leach, RTSBA, Purchasing & Materials Manager

INFORMATION ITEM: NAMING NEW SCHOOLS

BACKGROUND INFORMATION:

Board Policy CW (LOCAL) states, "The responsibility for naming a facility rests with the Board."

In December, the Board of Trustees was given a tentative timeline for consideration and approval of names for the new Lamar CISD schools approved in the November 2014 Bond Election.

The timeline is attached.

Students, staff, parents and community members have all submitted nominations for the Board to review. A binder with all nominations will be provided as an external resource for the Board. The Administration includes all nominations in the binder and does not remove nominations or verify if the nominations are aligned with Board Policy CW (LOCAL).

Resource Person: Mike Rockwood, Executive Director of Community Relations

Timeline for Naming New Schools

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

January 4, 2016	Nomination form sent to public and media
February 5, 2016	Deadline for submitting nominations
February 18, 2016	Booklet with all nominations and back-up information distributed to the Board for review
March 22, 2016	Public Hearing on nominations
April 21, 2016	Board Approval