The logo for Lamar CISD features the word "LAMAR" in a bold, blue, sans-serif font. The letter "M" is stylized with a white sunburst pattern radiating from its center. To the right of "LAMAR" is "C|SD" in a black, sans-serif font, with a vertical bar between the "C" and "S".

LAMAR C|SD

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, November 16, 2017

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
NOVEMBER 16, 2017
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports: It's Art Through the Eyes of Taylor Ray
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. October 17, 2017 - Special Meeting (Workshop) 6
 - B. October 19, 2017 - Regular Board Meeting 9
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
10. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of the 2017-2018 District Improvement Plan and Campus Improvement Plans 15
 2. Consider approval of the 2018-2019 student course selection catalog 16
 3. Consider approval of dual credit partnership agreement with Wharton County Junior College 19
 4. Consider approval of dual credit partnership agreement with Lone Star College System 24
 - B. **Goal: Planning**
 1. Adoption of order canvassing returns and declaring results of schoolhouse bond election of November 7, 2017 32
 2. Consider ratification of Financial and Investment Reports 38
 3. Consider approval of budget amendment requests 42
 4. Consider approval of revision to resolution and order authorizing the reappraisal of disaster area property within Lamar CISD 44
 5. Consider ratification of donations to the district, including, but not limited to: 47

a. Arredondo Elementary School	
b. Common Threads	
c. Foster High School	
d. Frost Elementary School	
e. Terry High School	
6. Casting of votes for Fort Bend Central Appraisal District Board of Directors	48
7. Consider approval of final payment for Pink Elementary School repairs	54
8. Consider approval of deductive change order and final payment for the chiller replacements	56
9. Consider approval of CenterPoint Energy terms and conditions for Carter Elementary School	65
10. Consider approval of change order #1 for the Natatorium at George Ranch High School	88
11. Consider approval of site utility easements for Culver Elementary School	90
12. Consider approval of award for district-wide access controls	131
13. Consider approval of materials testing for water plant upgrades at Foster High School	133
C. Goal: Personnel	
1. Consider approval of new appraisers for teaching staff, 2017-2018 school year	145
D. Goal: Technology	
1. Consider approval of backup infrastructure upgrade	146
11. INFORMATION ITEMS	
A. Goal: Planning	
1. Operational Audit	148
2. Board Policies for First Reading	149
3. Parent Involvement Update	212
4. Tax Collection Report	213
5. Payments for Construction Projects	219
6. Bond Update	222
7. Projects funded by 2011 available bond funds	233
8. Transportation Update	234
9. Holdsworth Center Update	237
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	238

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) 239
 - c. Employee resignations and retirements (Information) 241
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

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of November 2017 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 17th day of October 2017, 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, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen	President
Kay Danziger	Secretary
Mandi Bronsell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Members Absent:

Kathryn Kaminski	Vice President
Tyson Harrell	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	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	Chief Academic Officer

BUSINESS TRANSACTED

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

2. Discussion of October 19th Regular Board Meeting Agenda Items

Minutes of Special Board Meeting October 17, 2017 – page 12

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

10. ACTION ITEMS

10. B GOAL: PLANNING

10. B-4 Consider approval of Resolution and Order authorizing the reappraisal of disaster area property within Lamar CISD

Ms. Roberts asked how this looks like for us compared to the floods a little over a year ago. Ms. Ludwig said the estimate of damage and the impact on our tax revenues was a lot larger for the tax day flood than this time. She consulted with the tax assessor and since we have been through this before, they can apply a factor estimating how many will file paperwork and do everything that is required for the reappraisal. Ms. Danziger asked whether everyone applied last time. Ms. Ludwig said a lot of people did not fill out the paperwork. Ms. Ludwig said it is a weighted average on how taxes will be computed, 65% of the year on the original value and 35% on the reappraised value.

10. B-8 Consider approval of change order #1 for the Natatorium at George Ranch High School

Ms. Roberts asked if the \$212,000 only because of the additional parking. Mr. Hoyt said yes. He said there are about 52 additional parking spaces that this will provide, and this is not part of the original construction budget. Ms. Danziger asked if this was the parking that was near the Natatorium. Mr. Hoyt said yes, when it was built they added 59 spaces in the front but lost 41 spaces of student parking in the back. With the growth at the school this is a proposal to add another 52 spaces out front. Ms. Roberts said she is concerned more about whether we anticipated this happening when we decided on the location or is it due to the overcrowding at the school. She asked if we are going to run into this problem at some of the other schools. Ms. Haack said it is a combination of both.

10. B-10 Consider approval of design development for the new Roberts Middle School

Mr. Lorin Pargoud presented the design development for Roberts Middle School.

Ms. Roberts asked if the orchestra area will be included from the very beginning when the bond passes. Dr. Randle said yes it can be put in initially when the bond passes.

10. B-11 Consider approval of design development for Culver Elementary School

Mr. Taylor Alford presented the design development for Culver Elementary School.

Ms. Danziger asked if they found anything they need to change about Culver even though we haven't been in Carter yet. There are a few maintenance things they have noticed and are addressing.

10. B-12 Consider approval of design development for the Fulshear High School shell space

Mr. Lorin Pargoud presented the design development for the Fulshear High School shell space.

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Mr. Steenbergen asked if this is still the best philosophy to build out later or do all in the beginning. Mr. Hoyt said it's a choice the board can make, they can plan as an alternate in the future. He said it would be cheaper to do all at once. Ms. Roberts asked what the difference in cost would be. Mr. Hoyt said maybe 10-15% increase.

3. AUDIENCE TO PATRONS

None

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-7 2017-2018 Attendance Boundary Committee

Ms. Roberts asked if this was for Carter Elementary School. Mr. Rockwood said yes.

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)
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 7:16 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 19th day of October 2017, 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, Mr. James Steenbergen, at 7:00 p.m.

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Melisa Roberts	Member

Members Absent:

Joe Hubenak	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	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	Chief Academic Officer

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

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3. STUDENT REPORTS: LEAMAN JR. HIGH – CHARGED UP FOR STRINGS

The following students from the Orchestra Program at Leaman Jr. High played for the Board: Cameron Chavarria, Marley Maderazo, Daniel Perez, Ethan Pope, Evan Pope, Kymee Simpson, Erin Smith, and Martin Velez.

Ms. Kaminski arrived at 7:08 p.m.

4. RECOGNITIONS/AWARDS

None

5. INTRODUCTIONS

None

6. AUDIENCE TO PATRONS

None

7. APPROVAL OF MINUTES

A. SEPTEMBER 19, 2017 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of September 19, 2017 Special Board Meeting (Workshop). The motion carried unanimously.

B. SEPTEMBER 21, 2017 REGULAR BOARD MEETING

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees approve the minutes of September 21, 2017 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District. Technology Committee did not meet but reported the status of projects in the District. She attended the Gulf Coast Association of School Boards meeting at Region 4 and Mr. Steenbergen won \$500 for the District. She also attended the TASA/TASB convention where Dr. Randle was honored as one of the top five Superintendents in the State. She also attended the LEAF Golf Tournament and the Bond Public hearings and appreciated all the feedback.

Mr. Steenbergen said the Audit Committee reviewed the document and the auditors have reviewed it with the Administration who have responded to data errors.

Ms. Kaminski said she attended “James and the Giant Peach” at Foster High School and it was an excellent performance.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Schools Conserving Resource Program (SCORE) with Joshua Campbell from Clear Result and Drew Scatizzi from CenterPoint Energy presented a check for \$65,451.36.

Vanir Rice & Gardner hosted the LEAF Golf Tournament and presented a check to LEAF for \$40,971.

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1; 10. B-1 – 10. B-7; 10. B-9 – 10. B-13; and 10. C-1.

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

10. A GOAL: INSTRUCTIONAL

10. A-1 Approval of new course

Approved the submittal of new course request for the Career and Technology Education course of Architecture I as part of a dual credit crosswalk for credit at Texas State Technical College-Ft. Bend.

10. B GOAL: PLANNING

10. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending August 31, 2017. (See inserted pages 16-A – 16-F.)

10. B-2 Ratification of Financial and Investment Reports

Ratified the Financial and Investment reports as presented.

10. B-3 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted pages 16-G – 16-I.)

10. B-4 Approval of Resolution and Order authorizing the reappraisal of disaster area property within Lamar CISD

Approved a Resolution and Order authorizing the reappraisal of property within Lamar CISD (Fort Bend County) damaged Hurricane Harvey. (See inserted pages 16-J – 16-K.)

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10. B-5 Approval of resolution proclaiming:

a. Parent Involvement Week

Approved the attached resolution proclaiming November 13 – 17, 2017 as “Parent Involvement Week” in the Lamar Consolidated Independent School District. (See inserted page 17-A.)

10. B-6 Approval of deductive change order #1 and final payment for Lindsey Elementary School

Approved deductive change order #1 in the amount of \$86,877 and final payment of \$162,966.65 to Drymalla Construction Company for the construction of Lindsey Elementary School and authorized the Board President to execute the change order. (See inserted page 17-B.)

10. B-7 Approval of environmental inspection services for Bentley Elementary School

Approved Environmental Solutions, Inc. for environmental inspection services at Bentley Elementary School in the total amount of \$555 and authorized a check to be issued.

10. B-9 Approval of CSP#03-2018VRG for the Foster High School water plant upgrades

Approved W.W. Payton Corporation for the Foster High School water plant upgrades in the amount of \$560,000 and authorized the Board President to execute the agreement.

10. B-10 Approval of design development for the new Roberts Middle School

Approved the design development for Roberts Middle School as presented by PBK Architects.

10. B-11 Approval of design development for the Culver Elementary School

Approved the design development for Culver Elementary School as presented by VLK Architects.

10. B-12 Approval of design development for the Fulshear High School shell space

Approved the design development for the Fulshear High School shell space as presented by PBK Architects.

10. B-13 Approval of repairs from water damage and additional data and marker boards for Pink Elementary School

Approved Facilities Sources for the repairs due to water damage and additional data and marker boards at Pink Elementary School in the amount of \$11,345 and authorized the Board President to execute the agreement. (See inserted page 17-C.)

Minutes of Regular Board Meeting October 19, 2017 – page 18

10. C GOAL: PERSONNEL

10. C-1 Approval of new appraisers for teaching staff, 2017-2018 school year

Approved the 2017-2018 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

10. B GOAL: PLANNING

10. B-8 Consider approval to change order #1 for the Natatorium at George Ranch High School

It was moved by Ms. Bronsell and seconded by Ms. Roberts that the Board of Trustees delay this agenda item until the next board meeting, to give the staff other options for resolving the parking issue at George Ranch High School.

Ms. Danziger asked if this would delay the entire project. Mr. Hoyt said not at this time. Dr. Randle asked about the bids. Mr. Hoyt said the bid price will be held.

The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Tax Collection Report

11. A-2 Payments for Construction Projects

11. A-3 Bond Update

11. A-4 Projects funded by 2011 available bond funds

11. A-5 Transportation Update

11. A-6 Schools Conserving Resources (SCORE) Program

11. A-7 2017-2018 Attendance Boundary Committee

11. A-8 Holdsworth Center

Ms. Vogt presented the update on the Holdsworth Center.

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)

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

The Board adjourned to Closed Session at 7:39 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:49 p.m.

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

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

Employed

Collins, Carsen	To be determined	Assistant Principal Lamar Junior High School
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FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Heads up on the upcoming performances

ADJOURNMENT

The meeting adjourned at 7:50 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE 2017-2018 DISTRICT IMPROVEMENT PLAN
AND CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approve the 2017-2018 District Improvement Plan and Campus Improvement Plans.

IMPACT/RATIONALE:

Per Texas Education Code §11.252, the Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. The Board must annually approve District and the Campus performance goals as outlined in the plans to determine that campuses are using appropriate measures to generate success. District and Campus Plans additionally support interim transitional goals as defined by the 2015 Every Student Succeeds Act (ESSA).

PROGRAM DESCRIPTION:

State and federal legislation requires all districts and campuses to develop annual District and Campus Improvement Plans to target and address student needs. All plans contain a Comprehensive Needs Assessment, which identifies priority areas in need of improvement. Based upon the developed needs assessment, campuses align goals, objectives, strategies and resources that will be used in the current school year to improve and support student performance.

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

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

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE
2018-2019 STUDENT COURSE SELECTION CATALOG**

RECOMMENDATION:

That the Board of Trustees approve the 2018-2019 Student Course Selection Catalog.

IMPACT/RATIONALE:

The Student Course Selection Catalog is given to each secondary student in the Lamar Consolidated Independent School District. It is a document that provides important information for planning the student's future course of study. Students, parents, counselors, and teachers utilize the guide.

PROGRAM DESCRIPTION:

The Student Course Selection Catalog is a publication that is produced for all middle school, junior high school, and high school students. The catalog contains graduation requirements, information about class rank, special programs such as gifted and talented and special education, and a comprehensive description of course offerings. The catalog is updated yearly to include new courses and to identify deleted courses that will no longer be offered. The proposed 2018-2019 Student Course Selection Catalog with changes, additions, and deletions will be provided under separate cover. Major additions and deletions are attached.

Submitted By: Leslie Haack, Executive Director of Secondary Education
 Valerie Vogt, Chief Academic Officer
 Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

2018-2019 Course Selection Catalog

Major Additions and Deletions

Page	Section/Course	Comment
0	Intro Page	Name changes
2	Dual College Courses	Clarifying statement
3	Classification of Students	Clarifying statement
4-6	Substitute Assessment Standards	Updated charts
7-8	Highs School Credit requirements	Course updates
12-16	Endorsement Requirements	Course updates
17	Industry Certification Programs	Information Addition
17-24	English: 1553, 1563, 1753, 1053, 1853, 1543, 1573, 16431673, 1743, 1793, 1843, 1893, 1883D, 1773, 1763, 1963, 1970	Course description updates
25	0193 Independent Study Journalism; debate	Formatting changes
25	2543, 2540 Algebra I	Prerequisite update
26	2043 MMA	Prerequisite update
26	2883D Pre-Calculus	Course number change
27	2893, 2993 Calculus AB & BC	Clarifying statement
28	8350 Engineering Math	Course removal
28	8321C Digital Electronics	Course number change
29	7539C/3943 Accounting II; Aquatic Science	Course number change; Prerequisite update
30	3673Chemistry; 7640C Anatomy & Physiology; 7650CMedical Micro Biology; 8360C Principles of Technology	Course number change; Prerequisite update
31	8370 Scientific Research & Design; 7130W Advanced Animal Science	Course number change; Prerequisite update
32	8140C Forensic Science; 8329C Engineering Science; 8325C Engineering Design & Problem Solving	Course number change; Prerequisite update
32-35	Social Studies 4543,4573,4593,4673,4693,4783D,4890,4090,4993,4930, 4940,4970,4990, 4999	Course description updates
35-39	LOTE 5833,5843,5863W, 5874W, 5933,5943, 5973,5993, 5633, 5643, 5673, 5533, 5543, 5563,5573,5593,5093,5733, 5843, 5763, 5773, 5793	Course description updates
41	7601 Theater & Media Communications-Dual	New Course
41-42	Theater 7603, 7613, 7623, 7633W, 7643, 7653, 7663, 7673W, 7683, 7693, 7694, 7695W	Course description updates
43	Orchestra	New Course
44-45	Dance 7103, 7113, 7123, 7133W, 6554, 7134, 7135,7136, 7137W	Nomenclature change
46	PE	Formatting changes
47	3120 Content Based ESOL; Strategic Learning for HS Math	Course Removal
47	1453 Foundation of Intensive Language Acquisition	Course description updates
47	7063 & 7073 Sports Medicine I & II	Course description updates
49	7140C Agribusiness Management	Course number changes; Articulation agreement update
49	7150C Agricultural Mechanics & Metal Tech	Articulation agreement update

Page	Section/Course	Comment
49	7160C Agricultural Structures Design	Articulation agreement update
50	7110C, 7121C, 7190C, 7108c	Articulation agreement update
51	7109C Petrochemical Safety...	Course removed
51	7215D Architecture Design I- Dual	New course
51-52	7210C, 7246D, 7230C, 7230D, 7230C, 7240EW, 7250D	Course number changes; Articulation agreement update
52	7246D Electrical Technology	New course
53	7260D, 8055C, 8056C, 8029, 8035C	Course number changes; Articulation agreement update
53	8036W /8036EW Practicum in Audio/video Production	New courses
54-60	7310C, 7320C, 7330C7515C, 7409, 7410, 7420C, 7430C, 7530C, 7540C, 7292W, 7619C, 7620c, 7621C, 7622c, 7625CW, 7626W, 7715, 7720c, 7730C, 7735C, 7735CE, 7820c, 7410c, 7910C, 7950c, 7921CL, 7940C	Course number changes; Articulation agreement update
60	7931D Networking - Dual	New Course
60	7942D Computer Programming I - Dual	New Course
60	7944D Computer Programming li- Dual	New Course
61	7940CE, 7940AD, 7940BD, 8120c, 8130C,	Course number changes; Articulation agreement update
62	7181 Welding - Dual	New Course
62	7183 Welding li - Dual	New Course
62	7178D Metal Fabrication And Machining I- Dual	New Course
62	7179D Metal Fabrication And Machining I- Dual	New Course
62	7184D Precision Metal Manufacturing I - Dual	New Course
62	7186D Precision Metal Manufacturing II - Dual	New Course
63-66	8210, 8240C, 8250W, 8250EW, 8340C, 8331C, 8333C, 8332C, 8334W, 8330C, 8320C, 8326C, 8360C, 8430C, 8440C, 844CE, 8450D, 8460D	Course number changes; Articulation agreement update
73	Junior High Instruction Program	Course change clarification
74	ESL	Updated program description
74-75	135, 136, 145,146,129, 130	Course number updates
79	LOTE 513 French I, 533 Spanish I, 553/563 Spanish of Spanish Speakers	Course description updates
83	ESL	Updated program description
83	125 English ESL,	New Course
83	165 Reading ESL	New Course

**CONSIDER APPROVAL OF DUAL CREDIT PARTNERSHIP AGREEMENT
WITH WHARTON COUNTY JUNIOR COLLEGE**

RECOMMENDATION:

That the Board of Trustees approve a partnership agreement with Wharton County Community College for the dual credit with Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The state accountability system and the Commissioner's priorities emphasize the importance of post-secondary readiness. Wharton County Junior College in conjunction with CTE courses can support LCISD students in achieving that goal. Proximity to WCJC allows for easy access to the campus and opportunities to receive dual credit.

PROGRAM DESCRIPTION:

Two options for dual credit exist for LCISD students. Students may take dual credit courses at the LCISD site with teachers who are certified through WCJC or they may take courses at the college site on a more flexible schedule. Courses with dual credit are accepted at state universities and most private universities throughout the state.

Submitted by: Valerie Vogt, Chief Academic Officer
Leslie Haack, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent



Wharton County Junior College

Dual Credit Partnership Agreement

2017-2018

The intent of this agreement is to allow **Wharton County Junior College (WCJC)** and **Lamar CISD** to partner in offering dual credit courses. Under this agreement, WCJC will conduct college courses for the ISD in the high school, college classroom, or by distance learning methods, pursuant to the rules and policies of the college, the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the Texas Education Agency (TEA), and the ISD.

(1) Student Eligibility Requirements

A high school student is eligible to enroll in academic dual credit courses leading to an Associate of Arts degree or technical courses leading to a Level 2 workforce certificate or Associate of Applied Science (AAS) degree under the following conditions:

- (A) Courses that require demonstration of TSI college readiness in reading and/or writing:
 - a. The student demonstrates college readiness by achieving a writing placement score of at least 340 and an essay score of at least 4, or a score of less than 340 and an ABE Diagnostic level of at least 4 with an essay score of at least 5; and a reading score of 351 on the Texas Success Initiative Assessment (TSIA); or
 - b. The student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II State of Texas Assessment of Academic Readiness End of Course (STAAR EOC); or
 - c. The student achieves an SAT minimum score of 480 on the Evidence-Based Reading and Writing (EBRW) test on an SAT administered on or after March 5, 2016; or
 - d. The student achieves an SAT combined score of 1070 with a minimum of 500 on the critical reading (verbal) on an SAT administered prior to March 5, 2016; or
 - e. The student achieves an ACT composite score of 23 with an English score of at least 19; or

- f. The student achieves a composite score of 23 on the PLAN with a 19 or higher in English; or
 - g. The student achieves an English score of 435 on the ACT-Aspire; and
 - h. The student meets all the college's prerequisite requirements for the course.
- (B) Courses that require demonstration of TSI college readiness in mathematics:
- a. The student demonstrates college readiness by achieving a score of 350 on the math section of the Texas Success Initiative Assessment (TSIA); or
 - b. The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and a passing grade in the Algebra II course; or
 - c. The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - d. The student achieves an SAT minimum score of 530 or higher (no composite score requirement) on an SAT administered on or after March 5, 2016; or
 - e. The student achieves an SAT combined score of 1070 with a math score of at least 500 on an SAT administered prior to March 5, 2016; or
 - f. The student achieves an ACT composite score of 23 with a math score of at least 19; or
 - g. The student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire; and
 - h. The student meets all the college's prerequisite requirements for the course.

WCJC encourages the ISD and the students to consult the Constitution and Contest Rules of the University Interscholastic League ("UIL") concerning eligibility for course work beyond the high school level in subject areas in which the student may participate in UIL. Participation in the dual credit program may make some students ineligible for UIL competition in certain academic areas, depending on the course taken. Students should check with ISD advisors for specific UIL requirements.

(2) Student Costs

Dual credit students will be charged tuition and fees at the current in-district rate. Students are responsible for paying registration-related fees and purchasing their own textbooks and other required course materials. A dual credit student is not eligible for financial aid.

(3) Faculty Qualifications

- o WCJC shall select instructors of dual credit courses.
- o All instructors of dual credit courses must meet the minimal requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges.
- o High school faculty members selected to teach dual credit courses must meet the same criteria as WCJC adjunct faculty. These instructors must submit employment applications and official

transcripts to WCJC Human Resources Department for hire as adjunct faculty. These instructors will be paid by WCJC as adjunct faculty and are expected to meet the same work requirements as those for all WCJC adjunct faculty.

- WCJC department heads, program directors, or division chairs will evaluate dual credit instructors according to WCJC Part-time Instructor Appraisal Procedures.
- WCJC department heads, program directors, or division chairs will be permitted to visit high school campuses to observe dual credit classes.

(4) Location and Student Composition of Dual Credit Classes

Dual credit classes may be taught on the high school campus, in designated sections on the college campus, or via the internet. If taught in the high school, the dual credit class must be composed solely of dual credit, not regular high school students.

According to the rules of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), WCJC may not offer more than 49% of an associate's degree on the high school campus. Dual credit offerings that exceed 49% of an associate's degree must be offered online or on a WCJC campus.

If the dual credit class is taught through the internet, it is the responsibility of each ISD to provide a monitor for the entire class period. This does not preclude students from working on internet courses outside of the ISD classroom. The monitor ensures students are working independently and with academic integrity in the WCJC online environment.

(5) Provision of WCJC Services

- Regular WCJC academic policies apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, grading policy and other information included in the student syllabus for the course.
- WCJC will provide dual credit students full access to WCJC libraries and electronic databases as appropriate.
- WCJC will provide dual credit students academic support services including academic advising, counseling, and tutoring.

(6) Eligible Courses and Course Materials

Courses offered for dual credit must be identified by WCJC as college-level academic or workforce courses and found in the current editions of the Lower Division Academic Course Guide Manual or the Workforce Education Course Manual adopted by the THECB. WCJC may not offer remedial or developmental courses for dual credit.

WCJC shall ensure that dual credit courses and the corresponding course taught at WCJC are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. WCJC will conduct the scheduled classes for the number of contact hours approved by the THECB. Students who enroll in dual credit classes must follow the college calendar.

WCJC will coordinate and finalize the proposed course schedule with the ISD, in a timely manner, prior to the start of each semester. WCJC will be responsible for meeting learning objectives stipulated by the THECB. The ISD will be responsible for meeting course requirements, such as Texas Essential Knowledge and Skills (TEKS), stipulated by the TEA.

(7) Grading

The grading system published in the current edition of the WCJC catalog and further detailed in the student syllabus will be used.

(8) Transcribing of Credit

WCJC is responsible for maintaining a dual credit student's college transcript. All courses will be identified on the college transcript as a regular college-level course. The high school is responsible for maintaining the student's high school transcript.

(9) Contract

This contract shall commence with the Fall 2017 semester and shall remain in effect until August 31, 2018.

The UNDERSIGNED PARTIES do hereby certify, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this agreement, (2) the parties are legally authorized to perform the required duties of this agreement, (3) this agreement has been duly authorized by the appropriate governing body.

School District Superintendent

Date

WCJC President

Date

**CONSIDER APPROVAL OF DUAL CREDIT PARTNERSHIP AGREEMENT
WITH LONE STAR COLLEGE SYSTEM**

RECOMMENDATION:

That the Board of Trustees approve a partnership agreement with the Lone Star College System (LSCS) for dual credit with Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Course offerings at LSCS will serve as a complement to those available at WCJC, including the option for distance learning. The course catalogue is the largest of the state community college systems and is accepted throughout Texas for university credit.

PROGRAM DESCRIPTION:

A soft rollout will be engaged in during the spring of 2018 with courses determined by student interest. Three options for credit will exist for the fall of 2018:

- Dual credit taught by a certified LCISD teacher;
- Dual credit taught virtually by a LSCS teacher and an LCISD teacher from the content area;
- Dual credit in which a student chooses to take an online course.

Submitted by: Valerie Vogt, Chief Academic Officer
Katie Marchena, Director of Curriculum and Instruction

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



**Dual Course Credit Partnership
Agreement Between
Lone Star College
And
Lamar Consolidated Independent School
District**

This partnership for Award of Dual Course Credit Agreement (“Agreement”) between Lone Star College (“College”) and Lamar Consolidated Independent School District (“School”) is designed to allow high school students to earn dual course credit for immediate award of both high school credit and college certificate and/or associate degree credit. Individually, College and School are referred to herein as “Party” and collectively as “Parties.”

WHEREAS, Texas Education Code (“TEC”) §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (“TAC”) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, College and School desire to establish a Dual Credit Program.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. Eligible Courses:

- a. College will evaluate courses offered for dual credit and will approve them through the curriculum approval process in accordance to the Texas Higher Education Coordinating Board requirements.
- b. Courses offered for dual course credit must be identified as college-level academic courses in the current edition of the *Lower Division Academic Course Guide Manual* or as college- level workforce education courses in the current edition of the *Workforce Education Course Manual*.
- c. Courses offered for dual credit are in College’s approved undergraduate course inventory. The Course Crosswalk is a dynamic document that may be amended. (See Exhibit C Course Crosswalk.)
- d. Remedial and developmental courses are not offered for dual credit.
- e. Specific course offerings will be determined collaboratively by College and School.
- f. The College will only waive tuition for courses that are reimbursed by the state including courses in the 42-hour core curriculum, career, and technical education courses, and foreign language courses.

2. Student Eligibility Requirements:

- a. A high school student is eligible to enroll in dual credit courses if the student:

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- i. demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (“TSI”) as set forth in the Texas Administrative Code; and demonstrates that the student is exempt under the provisions of the TSI.
 - b. A high school student is also eligible to enroll in academic and/or Level 2 workforce dual credit courses through the demonstration of TSI college readiness in reading, writing, and/or mathematics by achieving the minimum score as set forth in the Texas Administrative Code.
 - c. All students enrolled in secondary public, private, and home school are required to demonstrate college readiness.
 - d. Students must meet all of College’s regular prerequisite requirements designated for that course.
 - e. Students must maintain a “C” or better to continue enrollment in the Dual Credit program.
3. Location of dual credit courses:
- a. Dual credit courses may be offered at the School, College, online, or some combination.
 - b. Enrollment of School student in an online dual credit course will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with College after consultation with the School counselor.
4. Student Composition of Classes:
- a. Dual credit courses may be composed of dual credit students only or of dual and college credit students.
Exceptions for a mixed class, which would also include high school credit-only students, may be allowed in accordance with the Texas Administrative Code’s requirements.
5. Faculty Selection, Supervision, and Evaluation:
- a. College shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges, which are listed in Exhibit D Faculty Credential Table) and approval procedures used by College to select faculty responsible for teaching the same courses at the main campuses of College.
 - b. College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campuses of College.
 - c. The School faculty teaching the dual credit course at the School will do so as part of a regular teaching assignment. Such instructors will comply with College’s standards for instruction. College must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by College. College shall provide all instructors for online dual credit courses.
 - d. The School shall provide, free of charge, a School employee or other individual approved by College to proctor all assessments as needed for online dual credit courses, to serve as a student mentor, to receive student performance email notifications, and any other reasonably necessary duties to facilitate this Agreement.

- e. Instructors shall be required by the College to participate in outcomes assessment activities.
 - f. Instructors, shall be required by the College to participate in College professional development activities.
 - g. Official transcripts of instructors must be received within 30 days of the start of the academic term.
 - h. Other pertinent employment documents must be submitted prior to the initial term and kept on file thereafter in the College Human Resources office.
6. Course Curriculum, Instruction, and Grading:
- a. School is responsible for determining that the College course(s) approved for dual course credit meets the essential skills and knowledge required by the Texas Education Agency.
 - b. Dual credit courses will be at a more advanced level than the courses taught at the high school level.
 - c. A dual credit course and the corresponding course offered at an College campus are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.
 - d. Workforce programs offered as dual credit will meet requirements set forth by College and its accrediting and oversight bodies and agreed upon using Exhibit E Dual Credit Program Plan Amendment.
7. Academic Policies and Student Support Services:
- a. Regular College policies apply to dual credit courses.
 - b. Dual credit students are eligible to use the same or comparable support services afforded to all College students including services (e.g. academic advising and counseling), learning materials (e.g. library resources), and other benefits.
8. Transcription of Credit:
- a. School as well as College credit should be transcribed immediately upon a student's completion of the performance required in the course.
9. Funding Provisions
- a. Exhibit A Dual Credit Financial Agreement provides funding provisions in accordance with the State Board of Education and the Texas Higher Education Coordinating Board.
10. Tuition, Fees, Textbooks, and Supplies
- a. Exhibit A, Dual Credit Financial Agreement, describes in detail the tuition waivers, fees, textbooks, and supplies for students receiving dual credit. Textbooks to be used in Dual Credit courses must be approved by the College.
 - b. Fees for online dual credit courses will align with the College tuition and fee schedule. (See Exhibit B Fee Schedule.)

- c. Additional supplies may be required in some programs and details will be agreed upon in writing using Exhibit E, Dual Credit Program Plan Amendment.
- d. Lamar Consolidated ISD students shall pay in-district fees as indicated in the College's tuition and fee schedule.

11. Payment for Services

- a. Payment for instructional services for School teachers during regular school hours as part of their School work load, with the exception of online dual credit faculty, is explained in Exhibit A Dual Credit Financial Agreement.
- b. College shall be responsible for compensating the online dual credit faculty in accordance with College policy and procedures.
- c. Additional financial arrangements may be outlined in subsequent Dual Credit Program Plan Amendments.

12. Civil Rights Compliance, Complaints about Student Conduct and Student Discipline

- a. College and School have in place policies and procedures to receive, investigate and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this Agreement shall change the obligations of each to have in place and to utilize its own complaint resolution processes for students enrolled at College or School including dual credit enrolled students. College and College agree that each will cooperate with any investigations conducted by the other.
- b. In the event that a student enrolled in the dual credit program taught at College engages in conduct that would result in disciplinary action against a College student, College agrees to advise School of the conduct prior to the finalization of any disciplinary action against the student. However, College may remove a student from the class or from the premises in the event that the student engages in conduct that is considered to be disruptive, dangerous, or threatening to others, without prior communication with the School.
- c. Students enrolled in dual credit educational programs are subject to the academic and disciplinary policies and standards of both College and School. College and School agree to inform the other if a dual credit student is subject to disciplinary action that may affect his or her status as a dual credit enrolled student.

13. FERPA Compliance and Data Sharing

- a. If a student is enrolled concurrently in College and School in a dual credit program, the parties may disclose an education record regarding the student in accordance with United States Code, 34 CFR 99.34.
- b. The School is aware once a student is registered in a College course the student is under the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and students are given the right of privacy in their educational records when enrolled in College classes, regardless of their age. Any release of student's records to parents, legal guardians, or third parties by College is at the sole discretion of College.
- c. College acknowledges that the School may release FERPA protected information to the parent or legal guardian if requested.

d. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

14. Term and Termination

- a. This Agreement shall remain in effect from the Effective Date (which shall be the date of last signature) until the end of College's academic year, including summer and will automatically renew for up to one additional academic year unless sooner terminated in accordance with this Agreement. For purposes of this Agreement, the academic year shall coincide with the start of the College's fall semester and end with the College's last summer semester.
- b. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other Party.

15. Miscellaneous

- a. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974; Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The School shall be responsible for training the dual credit instructors in accordance with the obligations of this provision.
- b. Disability Accommodations
 - i. School understands and acknowledges that disability laws may apply differently in College courses than they do in K-12. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.
 - ii. Students enrolled in college-level courses are considered College students, regardless of their age. Thus, students are responsible for requesting disability accommodations in accordance with College policies and procedures.
 - iii. School acknowledges that costs incurred in providing college-level accommodations to dual credit students will be shared between College and School.

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- c. This Agreement may only be modified by mutual consent of the parties at least 30 (thirty) days in advance of the modification.
- d. This Agreement, including any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.
- e. This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for the academic year or until such time as mutual agreement is made to modify or terminate the Agreement.
- f. All exhibits mentioned herein are incorporated by reference.
- g. This Agreement, the interpretation of its terms, and any disputes arising from this Agreement shall be governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the State and Federal Courts in either Harris or Montgomery County, Texas in the event of any dispute arising out of or related to this Agreement.
- h. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- i. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.
- j. The person signing below on behalf of College and School warrants that he she has the authority to execute this Agreement according to its terms.

16. Notice

Any notice given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

COLLEGE:

Lone Star College (LSC)
5000 Research Forest Drive
The Woodlands, TX 77381
Attn: Office of the General Counsel

With a copy to:
Lone Star College
5000 Research Forest Drive
The Woodlands, TX 77381
Attn: Executive Director, Health Occupations

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

With a copy to:

LONE STAR COLLEGE

Signature Date
Name: Stephen C. Head
Title: Chancellor

Signature Date
Name: Linda Leto Head
Title: AVC, Workforce Education & Corporate Partnerships

Signature Date
Name: Michael Krall
Title: Associate Vice Chancellor, Academic Affairs

**LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

Thomas Randle 11-7-17

Signature Date
Name: Thomas Randle
Title: Superintendent

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

- Attachments:**
Exhibit A Dual Credit Financial Agreement
Exhibit B Fee Schedule
Exhibit C Course Crosswalk
Exhibit D Faculty Credential Table
Exhibit E Dual Credit Program Plan Amendment

Note: Modification of this Form requires approval of OGC

LMC0003575

**ADOPTION OF ORDER CANVASSING RETURNS AND DECLARING RESULTS OF
SCHOOLHOUSE BOND ELECTION OF NOVEMBER 7, 2017**

RECOMMENDATION:

That the Board of Trustees adopt the Order Canvassing Returns and Declaring Results of Schoolhouse Bond Election of November 7, 2017, as presented.

Recommended for approval:

A handwritten signature in cursive script that reads "Thomas Randle".

Dr. Thomas Randle
Superintendent

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF BOND
ELECTION OF NOVEMBER 7, 2017

WHEREAS, there was held in Lamar Consolidated Independent School District (the “District”), on the 7th day of November, 2017, a bond election at which there was submitted to all duly qualified resident electors of the District for their action thereon, the proposition hereinafter set forth; and

WHEREAS, there were cast at the election:

PROPOSITION A

FOR THE ISSUANCE OF \$445,451,000 OF BONDS FOR THE CONSTRUCTION, ACQUISITION, AND EQUIPMENT OF SCHOOL BUILDINGS, THE PURCHASE OF SITES FOR SCHOOL BUILDINGS, AND THE PURCHASE OF SCHOOL BUSES, AND THE LEVYING OF THE TAX IN PAYMENT THEREOF

_____ votes

AGAINST THE ISSUANCE OF \$445,451,000 OF BONDS FOR THE CONSTRUCTION, ACQUISITION, AND EQUIPMENT OF SCHOOL BUILDINGS, THE PURCHASE OF SITES FOR SCHOOL BUILDINGS, AND THE PURCHASE OF SCHOOL BUSES, AND THE LEVYING OF THE TAX IN PAYMENT THEREOF

_____ votes

as shown in the official election returns heretofore submitted to the Board of Trustees of the District and duly filed with the Secretary of the Board of Trustees; and

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America; Now, Therefore

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

Section 1: The election held in and throughout Lamar Consolidated Independent School District, on the 7th day of November, 2017, which election is more particularly described in the preamble of this order, was duly called and notice thereof was given and the election was held under and in strict conformity with law; that only duly qualified resident electors of the District voted at the election; that due returns of the election have been made by the proper officers; that the election has resulted favorably to the issuance of the bonds mentioned in the preamble of this order; and that a majority of the qualified voters voting in the election have voted in favor of the issuance of the bonds mentioned in the preamble of this order and the levy of a tax for payment thereof.

Section 2: The Board of Trustees of the District is now authorized to issue the bonds described above, and the Board of Trustees is authorized to do any and all things necessary and/or convenient in connection therewith.

Section 3: It is hereby officially found and determined that notice of the meeting at which this Order is adopted was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, and that such meeting has been open to the public at all times when this Order was discussed and acted upon.

[Execution Page Follows]

PASSED AND APPROVED this 16th day of November, 2017.

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Trustees of Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in a regular meeting on the 16th day of November, 2017, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

James Steenberg	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Trustee
Dr. Tyson Harrell	Trustee
Joe Hubenak	Trustee
Melisa Roberts	Trustee

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF BOND
ELECTION OF NOVEMBER 7, 2017

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

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

meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 16th day of November, 2017.

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of October 2017 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF OCTOBER 2017 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 October total \$27,434,553 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	16,729,175
614	Employee Benefits	872,876
621	Professional Services	350,408
623	Education Services Center	26,078
624	Contracted Maintenance and Repair Services	718,993
625	Utilities	784,168
626	Rentals and Operating Leases	33,697
629	Miscellaneous Contracted Services	725,588
631	Supplies and Materials for Maintenance and Operations	193,204
632	Textbooks and Other Reading Materials	276,955
633	Testing Materials	21,380
634	Food Service	675,698
639	General Supplies and Materials	1,540,902
641	Travel and Subsistence -- Employee and Student	72,631
642	Insurance and Bonding Costs	255,827
649	Miscellaneous Operating Costs/Fees and Dues	114,792
662	Building Purchase, Construction, and/or Improvements	3,373,857
663	Furniture & Equipment - \$5,000 or more per unit cost	654,440
129	Misc. Receivable/Alternative Certification Fees	11,903
131	Inventory Purchases	800
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,181
	Total	27,434,553

PROGRAM DESCRIPTION:

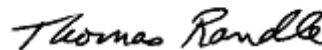
The report above represents all expenditures made during the month of October 2017. The detailed check information is available upon request.

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 OCTOBER 31, 2017**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	163,398,252.00	3,558,221.00	(159,840,031.00)	2.2%
5800-STATE PROGRAM REVENUES	99,718,336.00	32,999,804.00	(66,718,532.00)	33.1%
5900-FEDERAL PROGRAM REVENUES	2,925,000.00	238,192.00	(2,686,808.00)	8.1%
TOTAL- REVENUES	266,041,588.00	36,796,217.00	(229,245,371.00)	13.8%
EXPENDITURES				
6100-PAYROLL COSTS	221,531,308.00	35,773,054.00	185,758,254.00	16.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,920,077.00	3,329,404.00	21,590,673.00	13.4%
6300-SUPPLIES AND MATERIALS	13,518,314.00	1,420,933.00	12,097,381.00	10.5%
6400-OTHER OPERATING EXPENDITURES	5,644,900.00	646,484.00	4,998,416.00	11.5%
6600-CAPITAL OUTLAY	3,759,333.00	385,053.00	3,374,280.00	10.2%
TOTAL-EXPENDITURES	269,373,932.00	41,554,928.00	227,819,004.00	15.4%

Lamar CISD
Local Investment Pools
as of October 31, 2017

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,537,167.11	0.00	0.00	2,223.33	2,539,390.44
General Account	69,300,206.16	17,006,951.69	25,728,017.38	54,846.29	60,633,986.76
Health Insurance	116,658.75	2,389,796.66	1,900,000.00	714.96	607,170.37
Workmen's Comp	376,544.48	76,666.66	100,000.00	309.48	353,520.62
Property Tax	469,278.05	226,242.17	278,904.21	338.20	416,954.21
Vending Contract Sponsor	480,105.39	0.00	0.00	420.70	480,526.09
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	0.00	5,158.15	0.00	3.90	5,162.05
Capital Projects Series 2005	229,594.72	1,011,554.06	0.00	631.35	1,241,780.13
Student Activity Funds	37,272.16	0.00	0.00	32.80	37,304.96
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	211,197.11	0.00	0.00	185.07	211,382.18
Common Threads Donation	53,763.41	0.00	0.00	47.09	53,810.50
Debt Service Series 2008	0.00	5,358.80	1,000.00	3.30	4,362.10
Capital Projects 2012A	0.00	0.00	0.00	0.00	0.00
Debt Service 2012A	807.37	9,937.00	0.00	7.94	10,752.31
Debt Service 2012B	165.49	7,301.11	0.00	5.46	7,472.06
Debt Service 2014A	2,073.69	1,421.05	0.00	2.90	3,497.64
Debt Service 2014B	5,771.79	2,921.31	0.00	7.22	8,700.32
Debt Service 2013	0.00	4,330.54	0.00	3.12	4,333.66
Debt Service 2013A	67,169.88	10,473.35	0.00	66.60	77,709.83
Debt Service 2015	1,496.45	13,558.79	0.00	11.28	15,066.52
Capital Projects 2015	0.00	0.00	0.00	0.00	0.00
Debt Service 2016A	697.36	6,280.03	0.00	5.30	6,982.69
Debt Service 2016B	185.22	1,651.05	0.00	1.35	1,837.62
Debt Service 2017	172,981.25	2,582.34	0.00	153.46	175,717.05
Debt Service 2017 Capitalized Interest	2,020,767.36	0.00	0.00	1,770.82	2,022,538.18
Capital Projects 2017	8,768,993.65	0.00	89,427.94	7,653.84	8,687,219.55
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,070.29	0.00	0.00	4.41	5,074.70
Workers' Comp	727,947.31	0.00	0.00	633.39	728,580.70
Property Tax Fund	32,475.95	0.00	0.00	28.26	32,504.21
General Fund	2,613,332.23	0.00	0.00	2,273.85	2,615,606.08
Food Service Fund	91,380.66	0.00	0.00	79.51	91,460.17
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	707.52	0.00	0.00	0.62	708.14
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	387.85	0.00	0.00	0.34	388.19
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.29	0.00	0.00	0.04	43.33
Capital Projects 2014A	0.00	0.00	0.00	0.00	0.00
Capital Projects 2014B	17.19	0.00	0.00	0.01	17.20
Capital Projects 2015	7,857,041.88	0.00	3,085,879.75	5,394.96	4,776,557.09
Debt Service Series 2015	1,903,589.90	0.00	0.00	1,656.31	1,905,246.21
Capital Projects 2017	9,678,007.59	0.00	10,268.40	8,419.36	9,676,158.55
MBIA Texas CLASS Fund					
General Account	15,598,302.05	0.00	0.00	16,812.00	15,615,114.05
Capital Project Series 1998	919.45	0.00	0.00	0.97	920.42
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	8,633,871.54	0.00	135,224.48	9,248.69	8,507,895.75
Capital Projects 2015	0.00	0.00	0.00	0.00	0.00
Debt Service 2015	957,498.27	0.00	0.00	1,031.99	958,530.26
Capital Projects 2017	25,120,830.62	0.00	0.00	23,059.05	25,143,889.67
TEXSTAR					
Capital Projects Series 2007	750.37	0.00	0.00	0.64	751.01
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	978,008.92	0.00	0.00	870.69	978,879.61
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1.64	0.00	0.00	0.00	1.64
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	0.74	0.00	0.00	0.00	0.74
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,332,842.07	0.00	0.00	2,967.10	3,335,809.17
Capital Projects 2015	46,783,453.95	0.00	0.00	41,648.97	46,825,102.92
Capital Projects 2017	25,065,408.23	0.00	0.00	22,314.48	25,087,722.71
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,015,929.28	0.00	0.00	903.39	1,016,832.67
Capital Projects Series 2008	142.28	0.00	0.00	0.13	142.41
Capital Projects Series 2012A	57.13	0.00	0.00	0.05	57.18
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,254,545.82	0.00	0.00	2,004.79	2,256,550.61
Debt Service 2015	136,113.22	0.00	0.00	121.03	136,234.25
Capital Projects 2015	15,312,332.10	0.00	0.00	13,616.08	15,325,948.18
Capital Projects 2017	25,122,993.73	0.00	0.00	22,339.94	25,145,333.67
			AVG. RATE OF RETURN	CURRENT MONTH EARNINGS	
TEXPOOL ACCOUNT INTEREST			1.03	\$69,445.76	
LONE STAR ACCOUNT INTEREST			1.02	\$18,491.06	
MBIA TEXAS CLASS ACCOUNT INTEREST			1.27	\$50,152.70	
TEXSTAR ACCOUNT INTEREST			1.05	\$67,801.88	
TEXAS TERM/DAILY ACCOUNT INTEREST			1.05	\$38,985.41	
TOTAL CURRENT MONTH EARNINGS					\$244,876.81
EARNINGS 9-01-17 THRU 9-30-17					\$236,670.29
TOTAL CURRENT SCHOOL YEAR EARNINGS					\$481,547.10

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

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 program to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Fulshear High School is requesting a budget change to pay for RD360 staff development training on restorative practices.

199-11	Classroom Instruction	(4,000.00)
199-13	Curriculum and Instr. Staff Development	4,000.00

Leaman Junior High is requesting a budget change to pay for teacher travel to attend the Gretchen Bernabei Writing Strategies conference.

199-11	Classroom Instruction	(860.00)
199-13	Curriculum and Instr. Staff Development	860.00

Wertheimer Middle School is requesting a budget change to purchase ice machine.

199-51	Plant Maintenance & Operations	(1,600.00)
199-23	School Leadership	1,600.00

Long Elementary is requesting a budget change to pay for bilingual teacher to attend staff development for writing strategies.

199-11	Classroom Instruction	(220.00)
199-13	Curriculum and Instr. Staff Development	220.00

Lindsey Elementary is requesting a budget change to purchase instructional supplies.

199-51	Plant Maintenance & Operations	(2,000.00)
199-11	Classroom Instruction	2,000.00

**CONSIDER APPROVAL OF REVISION TO RESOLUTION AND ORDER
AUTHORIZING THE REAPPRAISAL OF DISASTER AREA PROPERTY
WITHIN LAMAR CISD**

RECOMMENDATION:

That the Board of Trustees approve a revision to the Resolution and Order authorizing the reappraisal of property within Lamar CISD (Fort Bend County) damaged by Hurricane Harvey (and rescind the prior version presented in October 2017).

IMPACT/RATIONALE:

Texas Tax Code Section 23.02 includes certain provisions regarding the reappraisal of property for property tax purposes, such as those covered by disaster proclamations. Taxpayers do not need to request a reappraisal under this Section, and the prior document contains some ambiguity as to this provision. This revision removes the ambiguity.

BACKGROUND INFORMATION:

Pursuant to the Texas Tax Code, a taxing entity may, with the assistance of the Fort Bend Central Appraisal District, reappraise property for tax purposes. The Fort Bend Central Appraisal District will determine the actual adjustment, if any, to a property. Adjustments will be made through the supplemental roll process based on 2017 certified values. The reduction in values through the reappraisal process should rebound through the normal course of annual property appraisals. Some properties will begin to increase to their original value quickly, whereas others may take years to rebound.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**RESOLUTION AND ORDER OF THE LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT AUTHORIZING THE REAPPRAISAL OF PROPERTY
WITHIN FORT BEND COUNTY DAMAGED BY THE RECENT DISASTER-
RELATED EVENTS OF AUGUST AND SEPTEMBER 2017;
AUTHORIZING REIMBURSEMENT AND SHARING OF COSTS OF THE
REAPPRAISAL; AND PROVIDING FOR THE PRORATING OF TAXES ON SUCH
DAMAGED PROPERTY AS ALLOWED UNDER SECTION 23.02 OF THE TAX CODE**

WHEREAS, the entire southeast region of Texas, including the entirety of Lamar CISD (the District), has been subjected to catastrophic loss and damage associated with Hurricane Harvey and flooding caused by the storm;

WHEREAS, the entire region, including the entirety of the District, was declared both a state and federal disaster area;

WHEREAS, Section 23.02, Texas Tax Code provides that “the governing body of a taxing entity that is located partly or entirely inside an area declared to be a disaster area by the governor may authorize reappraisal of all property damaged in the disaster at its market value immediately after the disaster”;

WHEREAS, Section 23.02, Texas Tax Code further provides that a taxing unit that authorizes such a reappraisal must reimburse the appraisal district for all the costs of making the reappraisal and that such costs may be shared by each taxing unit providing for reappraisal in the same territory;

WHEREAS, the costs associated with reappraisals for damaged properties shall be the responsibility of the requesting tax units and shall be prorated to all such entities; and

WHEREAS, properties in Fort Bend County sustained damage from Hurricane Harvey and flooding caused by the storm.

THEREFORE, be it resolved by the Board of Trustees that:

Section 1. The findings and recitations in the preamble to this resolution are found to be true and correct and the orders stated in the preamble to this resolution are hereby ordered.

Section 2. The District Board does hereby authorize the Fort Bend Central Appraisal District to reappraise property located within Fort Bend County that was damaged by Hurricane Harvey and flooding caused by the storm as provided by Section 23.02(c) of the Texas Tax Code.

Section 3. The District Board does hereby authorize the payment to the Fort Bend Central Appraisal District of the costs of making the reappraisal and that the District will share such costs with each other taxing entity that authorizes reappraisal of property in the same territory as provided by Section 23.02 (c), Texas Tax Code.

Section 4. This resolution is intended to allow home and property owners who incurred damages as a result of Hurricane Harvey to take advantage of the reappraisal. As such, it is the District's intention that home and property owners participate in the reappraisal process under Section 23.02 of the Texas Tax Code.

Section 5. This resolution is intended to allow home and property owners to take advantage of the reappraisal; however, it is not intended to cap or prohibit the fair market value of all improvement to a property to be considered in the next appraisal year under Section 23.23 of the Texas Tax Code.

Section 6. The District Board expects the Texas Education Agency to adjust the taxable property value in determining state funding as a result of this reappraisal. The District Board does hereby authorize its administration to take any action necessary to seek and secure funding under Sections 42.2523, 42.2524, and 41.0931 of the Texas Education Code.

Section 7. The District Board of Trustees is only authorizing the appraisal districts in each county to conduct a reappraisal under Section 23.03 of the Texas Tax Code if the reappraisal is done on a per parcel basis with the consent of the owner of the property which was damaged by Hurricane Harvey and flooding caused by the storm. Should the chief appraiser of any individual county intend to reappraise property which has not been damaged or intend to reappraise damaged properties without the consent of the owner, this authorization for reappraisal shall be null and void for that individual county.

BE IT FURTHER RESOLVED that the Board of Trustees hereby ratifies any actions already taken by the Administration towards the objectives set forth in this resolution.

PRESENTED and passed this 16th day of November 2017, by a vote of ___ Ayes and ___ Nays by the Board of Trustees of the District.

Mr. James Steenbergen, President

Ms. Kay Danziger, Secretary

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$5,000.

PROGRAM DESCRIPTION:

Arredondo PTO donated \$18,481 to purchase an eight seat swing set and two basketball goals for hard top on playground.

Be The Church Inc. donated \$10,000 to Common Threads.

Foster High School Classes of 2012, 2014, 2016, and 2017 donated \$8,460 for a hallway TV project at Foster High School.

Frost PTO donated \$6,025.10 to purchase 3rd-5th grade motivation math student materials and teacher guides for Frost Elementary School.

LECS Electrical Contractors donated \$5,000 to baseball at Terry High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CASTING OF VOTES FOR FORT BEND CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS**

RECOMMENDATION:

That the Board of Trustees cast, by Resolution, its 569 votes for a candidate(s) for the Board of Directors of the Fort Bend Central Appraisal District.

IMPACT/RATIONALE:

The following are attached:

1. An official ballot from the Fort Bend Central Appraisal District for the selection of their Board of Directors.
2. A tabulation of the number of votes allocated to each taxing unit in Fort Bend County. Lamar CISD has 569 votes.
3. Proposed Resolution for the casting of votes for candidates to serve on the Board of Directors of the Fort Bend Central Appraisal District.

PROGRAM DESCRIPTION:

In accordance with the Texas Property Tax Code, Section 6.03, on or before December 15th, it is required that five directors be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

Recommended for approval:



Dr. Thomas Randle
Superintendent



FORT BEND CENTRAL APPRAISAL DISTRICT

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

October 26, 2017

Lamar C.I.S.D.
Dr. Thomas Randle, Superintendent
3912 Avenue I
Rosenberg, TX 77471-3902

RE: 2018-2019 Election Ballot

Dear Sir or Madame:

Enclosed is the election ballot for the 2018-2019 Fort Bend Central Appraisal District Board of Directors Election. This year there are eight (8) candidates for the five (5) board positions.

A signed copy of the board's resolution must be submitted along with the ballot for the votes to be counted. Submission of the ballot and resolution must be received by the Chief Appraiser before December 15, 2017. The code states in "Section 6.03 (k) the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15."

The eight (8) candidates for the five (5) positions are:

Al Abramczyk – Current board Financial Officer, retired from the Oil & Gas industries. He was responsible for acquisitions and divestitures, analysis and forecasts of oil and gas supply and demand. Since retirement he has been active in the community including serving on the Nalco Community Advisory Panel as well as many other organizations. He served on the Appraisal Review Board from 2006 to 2011. He has been a resident of Fort Bend County since 1995.

Jim Kij – Current Board Chairman, is a Business Development Manager and Facility Solutions Specialist. Activity involvement with the Fort Bend community includes Fort Bend YMCA, Exchange Club of Sugar Land, Child Advocates of Fort Bend County and City of Sugar Land Mayor's Leadership Council. He has been a resident of Sugar Land since 1991.

Sam R. Mayson, Sr. – Nominated by the Conservation and Reclamation Districts. He retired several years ago after spending over 45 years in the Supply Chain Management for Engineering, Procurement and Construction (EPC) companies. He is a member of the St. Johns United Methodist Church, Morton Masonic Lodge No. 72, and the American Legion Post 0350. He serves on the Board of Directors for Ft. Bend County MUD #187, and has been a resident of Fort Bend County for the past 25+ years.

Jimmie J. Pena – Elected to the office of City Councilor, District 1 in May 2013. City Council appointed Councilor Peña Mayor Pro Tem in June, 2016. He is a 7th generation resident of Rosenberg and has lived in the area all his life. Councilor Peña retired in January 2013. He previously worked in the construction industry for HL&P, and served in the U.S. Air Force. He has been active in the Rose-Rich Jaycees, the Rose-Rich Optimist Club, and the Rosenberg-Richmond Chamber of Commerce. He is a life member of the Fort Bend Fair Association and is Commander of the Richmond American Legion Post 567. He is a member of Sacred Heart Catholic Church and a graduate of Fort Bend Leadership and United Way Project Blueprint.

William F. Schwer – Nominated by Lamar Consolidated Independent School District. He has served on the Board of Trustees of the Houston Methodist Sugar Land Hospital since the hospital opened in 1998, and has served as Chairman since 2007. A licensed attorney, he worked at Imperial Sugar Company, serving as Senior Vice President and General Counsel from 1988 until his retirement in 2012. In that position, he was responsible for the review and appeal of ad valorem taxation for the Sugar Land refinery and office and multiple other properties in numerous jurisdictions. Mr. Schwer has resided in Fort Bend County since 1990 and has been active in the community, serving on numerous philanthropic boards and committees.

Paul Stamatis – Current Vice Chairman, has a broad entrepreneurial background in designing, building and managing successful healthcare and real estate businesses. His deep experience as a world-class management consultant prepared him with the strategic planning and management capabilities necessary to create and deliver value to his partners. He is active with Boy Scouts of America, YMCA and Fort Bend Fellowship.

Rhonda Zacharias – Current board Secretary, is an Information Technology professional with over 25 years' experience in the Technology, Transportation and Oil & Gas industries. She is a native Houstonian and has been a resident of Fort Bend County for over 30 years.

Heather Zayas – Nominated by the City of Pearland. A Project Manager with over 20 years' experience in the transportation and IT industries, she is also a small business owner. She serves as a Director on Brazoria Ft. Bend Mud #1 and a Director on her HOA Board. She is actively involved in her community has been a resident in the county for nearly 10 years.

If you have any questions regarding this matter I can be contacted at 2801 B. F. Terry Blvd., Rosenberg, Texas 77471-5600 or by phone at 281-344-8623 extension 140.

Respectfully yours,



Glen T Whitehead, RPA

Election Ballot

2018-2019 Board of Directors Fort Bend Central Appraisal District

Jurisdiction:

Lamar C.I.S.D.

Total Voting Entitlement:

569

Section 6.03 of the Texas Property Tax Code requires five directors to be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

The candidates listed below were duly nominated by the voting governing bodies and now stand for election for the five (5) positions. Only one ballot per entity may be submitted.

Candidate:

Votes Cast:

Al Abramczyk

Jim Kij

Sam R. Mayson, Sr.

Jimmie J. Pena

William F. Schwer

Paul Stamatis

Rhonda Zacharias

Heather Zayas

Cast your votes for the candidate(s) of your choice and return the ballot along with a signed resolution of the board vote, to the Fort Bend Central Appraisal District before December 15, 2017.

Section 6.03

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

**RESOLUTION FOR THE CASTING OF VOTES FOR CANDIDATE(S) TO SERVE ON
THE BOARD OF DIRECTORS OF THE
FORT BEND CENTRAL APPRAISAL DISTRICT**

WHEREAS, the Property Tax Code provides that each taxing unit in a county is entitled to vote, by Resolution of its governing board, for candidates for each position to be filled on the Board of Directors of the county's central appraisal district; and

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District is entitled to vote, and it wished to vote for the following candidate(s) for position(s) to be on the Board of Directors of the Fort Bend Central Appraisal District.

THEREFORE, BE IT RESOLVED THAT:

- 1. All the paragraphs are incorporated and made a part of this Resolution;
and
- 2. The Board of Trustees votes for the following person(s) for position(s) on the Board of Directors of the Fort Bend Central Appraisal District:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The President of the Board of Trustees is authorized and directed to submit these votes to the Lamar Consolidated Independent School District to the Chief Appraiser of the Fort Bend Central Appraisal District by delivering a copy of this Resolution to the Chief Appraiser before December 15, 2017.

4. This Resolution shall become effective from and after its passage. On motion of Trustee _____ and seconded by Trustee _____ the above Resolution voting for person(s) to serve on the Board of Directors of the Fort Bend Central Appraisal District was adopted, and it was so ordered.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, Kay Danziger, Secretary of the Board of Trustees of the Lamar Consolidated Independent School District, do hereby certify that the foregoing is a true and correct copy of a motion presented and passed by a majority vote of the Board of Trustees at a meeting duly posted and noticed under the Texas Open Meetings Act and held on November 16, 2017.

Kay Danziger, Board Secretary
Lamar Consolidated Independent School District

SUBSCRIBED AND SWORN TO BEFORE ME This is the ____ day of November 2017.

Notary Public in and for
Fort Bend County, Texas

Name:

My Commission Expires:

**CONSIDER APPROVAL OF FINAL PAYMENT FOR
PINK ELEMENTARY SCHOOL REPAIRS**

RECOMMENDATION:

That the Board of Trustees approve final payment of \$25,862.71 to Facilities Sources for the interior repairs at Pink Elementary School.

IMPACT/RATIONALE:

Facilities Sources was the contractor for the interior repairs at Pink Elementary School. Substantial completion was achieved on August 14, 2017. Funding is from the 2014 Bond.

PROGRAM DESCRIPTION:

The repairs at Pink Elementary School included adjusting doors, repairing cracks in walls, installing control joints in walls, removing and replacing vinyl wall covering, installing corner guards and rubber base, repairing terrazzo floor, leveling suspended ceilings and painting in selected areas.

Upon approval, Facilities Sources will be paid 100 percent for the interior repairs at Pink Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Lamar CISD
 Attn: Finance Department
 3911 Avenue I
 Frosenberg, TX 77471
 Facilities Sources
 13124 Player St., P.O. 35008
 Houston, TX 77235-5008
 PO #57009200-00

PROJECT: Pink Elementary School
 Miscellaneous Renovations

FROM (CONTRACTOR): PBK Architects
 11 Greenway Plaza, 22nd Floor
 Houston, TX 77046

CONTRACT FOR: PO #57009200-00

APPLICATION NO: Four (4)
PERIOD TO: 10/3/2017
PROJECT NOS: 87-21800
VRG Project No: PINK JOC 2017-VRG
CONTRACT DATE: 5/31/2017

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL		
Approved this Month	\$54,755.57	\$0.00
C/O #1	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
TOTALS	\$54,755.57	\$0.00
Net change by Change Orders	\$54,755.57	\$0.00

The undersigned Contractor certified 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:

By: [Signature] Date: October 3, 2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.

Notary Public: [Signature]
 State of Texas
 Subscribed and sworn before me on October 3, 2017.



AMOUNT CERTIFIED \$ 25,862.71
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature] Date: 10/9/17

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 AND
FINAL PAYMENT FOR THE CHILLER REPLACEMENTS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #2 in the amount of \$6,507.50 and final payment of \$48,214.64 to American Mechanical Services, LLC for the chiller replacements at Alternative Learning Center, Frost Elementary School, Huggins Elementary School, Seguin Early Childhood Center, Travis Elementary School, and Wessendorff Middle School, and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

American Mechanical Services, LLC was the contractor for the chiller replacements at multiple schools. Substantial Completion was achieved on April 17, 2017 at Alternative Learning Center, Seguin Early Childhood Center and Travis Elementary School, and on June 19, 2017 at Frost Elementary School, Huggins Elementary School, and Wessendorff Middle School. Funding is from the 2011 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and American Mechanical Services, LLS will be paid 100 percent for the chiller replacements at Alternative Learning Center, Frost Elementary School, Huggins Elementary School, Seguin Early Childhood Center, Travis Elementary School, and Wessendorff Middle 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



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Chiller Replacements - Various Projects
CHANGE ORDER NUMBER: 002
DATE: October 19, 2017
OWNER:
ARCHITECT:
TO CONTRACTOR (Name and address): American Mechanical Services LLC, 13627 Stafford Rd, Stafford, TX 77477
ARCHITECT'S PROJECT NUMBER: 1-001-0719-002
CONTRACT DATE: November 17, 2016
CONTRACT FOR: General Construction
CONTRACTOR:
FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Original	Approved	Remaining
Alternative Learning Center:	\$ 5,000.00	\$ 4,510.00	\$ 490.00
Frost Elementary School:	\$10,000.00	\$ 9,975.00	\$ 25.00
Huggins Elementary School:	\$10,000.00	\$ 6,807.50	\$ 3,192.50
Seguin Early Childhood Center:	\$10,000.00	\$10,000.00	\$ 0.00
Travis Elementary School:	\$ 5,000.00	\$ 3,405.00	\$ 1,595.00
Wessendorff Middle School:	\$10,000.00	\$ 8,795.00	\$ 1,205.00
Total	\$50,000.00	\$43,492.50	\$6,507.50

The original Contract Sum was	\$ 970,800.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 970,800.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 6,507.50
The new Contract Sum including this Change Order will be	\$ 964,292.50

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 April 17, 2017 and June 19, 2017

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.

Estes, McClure and Associates, Inc.	American Mechanical Services, LLC.	Lamar Consolidated Independent School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
3608 West Way Tyler, TX 75703	13627 Stafford Road Stafford, TX 77477	3911 Avenue I Rosenberg, TX 77471
ADDRESS	ADDRESS	ADDRESS

BY (Signature)

Wes Van Rite, Project Manager

(Typed name)

10/11/17

DATE

BY (Signature)

John Rangel, Construction Project Manager

(Typed name)

10/2/17

DATE

BY (Signature)

James Steenbergen, Board President

(Typed name)

DATE

APPLICATION & CERTIFICATE FOR PAYMENT

To Owner: RICE & GARDNER CONSULTANTS INC Project: LAMAR CISD/ALTERNATIVE LEARNING CENTER Application #: 2 Page 1 of 2
 6161 SAVOY Distribute to: Architect
 SUITE 1212 CHILLER REPLACEMENT Application Date: 10/20/2017
 HOUSTON TX 77036 AMS PROJECT NO: 14F169959 Date of Contract: 01/03/2017
 Period To: 10/20/2017

From Contractor: AMERICAN MECHANICAL SERVICES OF HOUSTON Our Invoice #: 1016958
 REMITTANCE ADDRESS:
 PO BOX 95000-2320
 PHILADELPHIA, PA 19195-2320
 Contract for: 57004058-00

Contractor's Application for Payment

Application is made for payment, as shown below, in connection with the Contract.
 The Continuation Sheet is attached.

1. Contract Original Amount \$ 66,800.00
2. Net Change (by CO's) \$ 490.00-
3. Contract Sum to Date \$ 66,310.00
4. Total Completed/Stored to Date \$ 66,310.00
 (Column G on Continuation Sheet)

5. Retainage
 - a. _____ % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____

Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$ 0.00

6. Total Earned - Retainage \$ 66,310.00
 (Line 4 less Line 5 Total)

7. Less Previous Certificate \$ 62,994.50
 (Line 6 from prior Certificate)

8. Current Payment Due \$ 3,315.50

9. Balance to Finish (including retainage) \$ 0.00
 (Line 3 less Line 6)

Change Orders	Add	Deduct
Owner-approved changes for previous month	0.00	0.00
Changes approved this month	0.00	490.00
Total	0.00	490.00
Net Changes		490.00-

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AMERICAN MECHANICAL SERVICES OF HOUSTON

By: *[Signature]* Date: 10/20/2017

State of: TEXAS
 County of: FORT BEND
 Subscribed and sworn to before

me this 20th day of Oct, 2017

Notary Public: *[Signature]*
 My Commission expires: 5-11-2020



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 \$ 3,315.50
 (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 the amount certified.)

By: *[Signature]* Date: 11/2/17
 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.



APPLICATION & CERTIFICATE FOR PAYMENT

To Owner: **LAVAR CISD** Project: **FROST ELEMENTARY SCHOOL** Application #: **3** Distribute to: **Architect**
ATTN: FINANCE DEPARTMENT **CHILLER REPLACEMENT** Application Date: **10/19/2017** Architect
3911 AVENUE 1 Period To: **10/19/2017**
ROSENBERG, TX 77471 AMS PROJECT NO: **14P170408** Date of Contract: **01/03/2017**

From Contractor: **AMERICAN MECHANICAL SERVICES OF HOUSTON** Our Invoice #: **1016677**
REMITTANCE ADDRESS:
PO BOX 95000-2320
PHILADELPHIA, PA 19195-2320
 Contract for: **57004059-00**

Contractor's Application for Payment

Application is made for payment, as shown below, in connection with the Contract.
 The Continuation Sheet is attached.

- 1. Contract Original Amount \$ 271,000.00
- 2. Net Change (by CO's) \$ 25.00-
- 3. Contract Sum to Date \$ 270,975.00
- 4. Total Completed/Stored to Date \$ 270,975.00
 (Column G on Continuation Sheet)

- 5. Retainage
 - a. _____ % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____

- Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$ 0.00
- 6. Total Earned - Retainage
 (Line 4 less Line 5 Total) \$ 270,975.00
- 7. Less Previous Certificate
 (Line 6 from prior Certificate) \$ 257,426.25

8. Current Payment Due \$ 13,548.75
 9. Balance to Finish (including retainage)
 (Line 3 less Line 6) \$ 0.00

Change Orders	Add	Deduct
Owner-approved changes for previous month	0.00	0.00
Changes approved this month	0.00	25.00
Total	0.00	25.00
Net Changes		25.00-

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **AMERICAN MECHANICAL SERVICES OF HOUSTON**
 By: *[Signature]* Date: **10/19/2017**

State of: **TEXAS**
 County of: **FORT BEND**
 Subscribed and sworn to before me this **19th** day of **Oct, 2017**



Notary Public: *[Signature]*
 My Commission expires: **07-03-2021**

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 \$ 13,548.75
 (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 the amount certified.)

Architect: *[Signature]* Date: **10/27/17**
 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.



APPLICATION & CERTIFICATE FOR PAYMENT

Distribute to: Architect

Project: HUGGINS ELEMENTARY SCHOOL
CHILLER REPLACEMENT

To Owner: LAMAR CISE
ATTN: FINANCE DEPARTMENT
3911 AVENUE 1
ROSENBERG TX 77471

AMS PROJECT NO: 14P170403

Date of Contract: 01/03/2017

From Contractor: AMERICAN MECHANICAL SERVICES OF HOUSTON
REMITTANCE ADDRESS:
PO BOX 95000-2320
PHILADELPHIA, PA 19195-2320

Our Invoice #: 1016673

Contract for: 57004060-00

Contractor's Application for Payment

Application is made for payment, as shown below, in connection with the Contract.
The Continuation Sheet is attached.

- 1. Contract Original Amount \$ 169,000.00
- 2. Net Change (by CO's) \$ 3,192.50-
- 3. Contract Sum to Date \$ 165,807.50
- 4. Total Completed/Stored to Date
(Column G on Continuation Sheet) \$ 165,807.50

- 5. Retainage
 - a. % of Completed Work \$ _____
 - b. % of Stored Material \$ _____

- Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet) \$ 0.00
- 6. Total Earned - Retainage
(Line 4 less Line 5 Total) \$ 165,807.50
- 7. Less Previous Certificate
(Line 6 from prior Certificate) \$ 157,517.12

- 8. Current Payment Due \$ 8,290.38
- 9. Balance to Finish (including retainage)
(Line 3 less Line 6) \$ 0.00

Change Orders	Add	Deduct
Owner-approved changes for previous month	0.00	0.00
Changes approved this month	0.00	3,192.50
Total	0.00	3,192.50
Net Changes		3,192.50-

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AMERICAN MECHANICAL SERVICES OF HOUSTON

By: Roberto Rodriguez Date: 10/19/2017

State of: TEXAS
County of: FORT BEND
Subscribed and sworn to before

me this 19th day of Oct, 2017



Notary Public: Angela Guerrero
My Commission expires: 01-03-2021

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 \$ 8,290.38

(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 the amount certified.)

Architect: [Signature] Date: 10/27/17

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.



APPLICATION & CERTIFICATE FOR PAYMENT

To Owner: **LAMAR CISD** Project: **LAMAR CISD/SEGUN EARLY CHILDHOOD CENTER** Application #: **3** Distribute to: **Architect**
 ATTN: FINANCE DEPARTMENT Application Date: **10/16/2017** Architect
 3911 AVENUE 1 CHILLER REPLACEMENT Period To: **10/16/2017**
 ROSENBERG, TX 77471
 AMS PROJECT NO: **14P170410** Date of Contract: **01/03/2017**

From Contractor: **AMERICAN MECHANICAL SERVICES OF HOUSTON** Our Invoice #: **1016165**
 REMITTANCE ADDRESS:
 PO BOX 95000-2320
 PHILADELPHIA, PA 19195-2320
 Contract for: **57004061-00**

Contractor's Application for Payment

Application is made for payment, as shown below, in connection with the Contract.
 The Continuation Sheet is attached.

1. Contract Original Amount \$ **113,000.00**
2. Net Change (by CO's) \$ **0.00**
3. Contract Sum to Date \$ **113,000.00**
4. Total Completed/Stored to Date \$ **113,000.00**
 (Column G on Continuation Sheet)

5. Retainage
 - a. _____ % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____

- Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$ **0.00**
6. Total Earned - Retainage (Line 4 less Line 5 Total) \$ **113,000.00**
 7. Less Previous Certificate (Line 6 from prior Certificate) \$ **107,349.99**

8. Current Payment Due \$ **5,650.01**
9. Balance to Finish (including retainage) (Line 3 less Line 6) \$ **0.00**

Change Orders	Add	Deduct
Owner-approved changes for previous month	0.00	0.00
Changes approved this month	0.00	0.00
Total	0.00	0.00
Net Changes	0.00	0.00

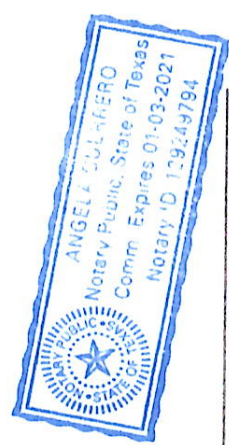
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: **AMERICAN MECHANICAL SERVICES OF HOUSTON**
 By: *[Signature]* Date: **10/16/2017**

State of: **TEXAS**
 County of: **FORT BEND**
 Subscribed and sworn to before

me this **16th** day of **October 2017**

Notary Public: **Angel Guerrero**
 My Commission expires: **01-03-2021**



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 \$ **5,650.01**
 (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 the amount certified.)

By: *[Signature]* Date: **10/30/17**

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.



APPLICATION & CERTIFICATE FOR PAYMENT

Page 1 of 2
 Distribute to:
 Architect
 Application #: 3
 Application Date: 10/19/2017
 Period To: 10/19/2017
 Date of Contract: 01/03/2017

Project: LAMAR CISD/TRAVIS ELEMENTARY ES
 CHILLER REPLACEMENT
 AMS PROJECT NO: 14P170416

To Owner:
 LAMAR CISD
 ATTN: FINANCE DEPARTMENT
 3911 AVENUE 1
 ROSENBERG, TX 77471

From Contractor: AMERICAN MECHANICAL SERVICES OF HOUSTON
 Our Invoice #: 1016675
 REMITTANCE ADDRESS:
 PO BOX 95000-2320
 PHILADELPHIA, PA 19195-2320
 Contract for: 57004062-00

Contractor's Application for Payment

Application is made for payment, as shown below, in connection with the Contract.
 The Continuation Sheet is attached.

- 1. Contract Original Amount \$ 96,000.00
- 2. Net Change (by CO's) \$ 1,595.00-
- 3. Contract Sum to Date \$ 94,405.00
- 4. Total Completed/Stored to Date \$ 94,405.00
 (Column G on Continuation Sheet)

- 5. Retainage
 - a. _____ % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____

- Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$ 0.00
- 6. Total Earned - Retainage \$ 94,405.00
 (Line 4 less Line 5 Total)
- 7. Less Previous Certificate \$ 89,684.75
 (Line 6 from prior Certificate)

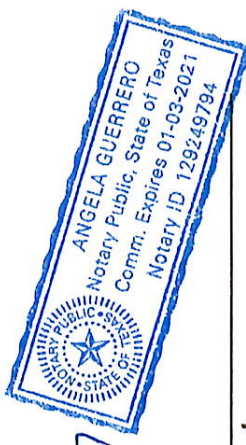
- 8. Current Payment Due \$ 4,720.25
- 9. Balance to Finish (including retainage) \$ 0.00
 (Line 3 less Line 6)

Change Orders	Add	Deduct
Owner-approved changes for previous month	0.00	0.00
Changes approved this month	0.00	1,595.00
Total	0.00	1,595.00
Net Changes	1,595.00-	

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AMERICAN MECHANICAL SERVICES OF HOUSTON
 By: *Loic Kodjane* Date: 10/19/2017

State of: TEXAS
 County of: FORT BEND
 Subscribed and sworn to before me this 19th day of Oct. 2017



Notary Public: *Angela Guerrero*
 My Commission expires: 01-03-2021

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 \$ 4,720.25
 (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 the amount certified.)
 Architect: *[Signature]* Date: 10/27/17

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.



APPLICATION & CERTIFICATE FOR PAYMENT

To Owner: LAMAR CISD
 Project: LAMAR CISD/WESSENDORFF MIDDLE SCHOOL
 3911 AVENUE 1
 CHILLER REPLACEMENT
 ROSENBERG, TX 77471
 AMS PROJECT NO1 14P170417
 Application #: 3
 Application Date: 10/19/2017
 Architect: Distribute to: Architect
 Period To: 10/19/2017
 Date of Contract: 01/03/2017

From Contractor: AMERICAN MECHANICAL SERVICES OF HOUSTON
 REMITTANCE ADDRESS:
 PO BOX 95000-2320
 PHILADELPHIA, PA 19195-2320
 Contract for: 570004063-00
 Our Invoice #: 1016682

Contractor's Application for Payment

Application is made for payment, as shown below, in connection with the Contract. The Continuation Sheet is attached.

1. Contract Original Amount \$ 255,000.00
 2. Net Change (by CO's) \$ 1,205.00-
 3. Contract Sum to Date \$ 253,795.00
 4. Total Completed/Stored to Date \$ 253,795.00
 (Column G on Continuation Sheet)
 5. Retainage

a. _____ % of Completed Work \$ _____
 b. _____ % of Stored Material \$ _____

Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$ 0.00
 6. Total Earned - Retainage (Line 4 less Line 5 Total) \$ 253,795.00

7. Less Previous Certificate (Line 6 from prior Certificate) \$ 241,105.25

8. Current Payment Due \$ 12,689.75

9. Balance to Finish (including retainage) (Line 3 less Line 6) \$ 0.00

Change Orders	Add	Deduct
Owner-approved changes for previous month	0.00	0.00
Changes approved this month	0.00	1,205.00
Total	0.00	1,205.00
Net Changes	1,205.00-	

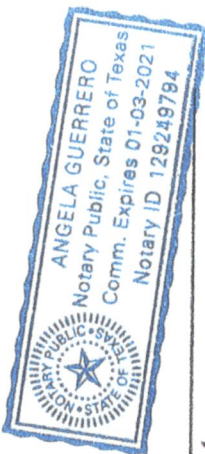
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: AMERICAN MECHANICAL SERVICES OF HOUSTON

By: *Angela Guerrero* Date: 10/19/2017

State of: TEXAS
 County of: FORT BEND
 Subscribed and sworn to before

me this 19th day of Oct, 2017



Notary Public: *Angela Guerrero*
 My Commission expires: 01-03-2021

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 \$ 12,689.75
 (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 the amount certified.)
 Architect: *[Signature]* Date: 11/6/17

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 CENTERPOINT ENERGY TERMS AND CONDITIONS
FOR CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions package for the installation of underground electric service at Carter Elementary School in the amount of \$1,100 and authorize the Board President to execute the agreement documents.

IMPACT/RATIONALE:

The terms and conditions are required to be executed for CenterPoint Energy to provide electric service for Carter Elementary School.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement documents and CenterPoint Energy will begin design and installation of the permanent electrical service for Carter Elementary School.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



October 27, 2017
Job # 83336597
Page 1 of 2

Re: **LAMAR CONSOLIDATED I.S.D.**
Don Carter Elementary
8500 A Meyers Rd., Richmond, Texas 77469

Please find attached the Terms and Conditions (T&C) package as prepared by CenterPoint Energy's (CNP) Major Underground Projects (MUG), applicable for providing the requested underground service of 825 kVA. MUG will serve the load with a 1000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer.

After applying a credit for standard service, the cost for the facilities required to provide the requested underground service is as follows:

REQUESTED UNDERGROUND SERVICE	\$	1,100
(Ducts and pad by the Customer)		

The above cost is based on using CNP's standard installation equipment and includes no overtime premiums. The standard underground service credit is based on installing (1) 1000 kVA, pad mounted transformer and associated underground facilities located within a hundred (100') feet of the terminal pole.

MUG has not included the costs associated with the installation, removal or modification of any overhead facilities. Enrique Ramon, Service Consultant at Ft. Bend Service Center is responsible for providing all overhead costs and construction.

The above cost and attached T&C package are effective for 365 days from the date of this letter, provided the field conditions existing as of this date and location of the facilities shown on the attached sketches remain the same. After that time, the T&C package and cost must be reviewed by MUG before a final commitment is made to the Customer.

Please review the attached T&C package and Facilities Extension Agreement (FEA). Sign the cover sheet of the T&C package and the second page of the FEA. Return these original documents, as well as any required remittance to my office. Note that the information contained in the package is applicable for the life of the service.

The Customer's requested location for CNP's equipment is within a proposed service yard. The service walls adjacent to the transformer pad must be louvered to permit 50 percent air flow. Prior to construction, the Customer shall submit drawings of the proposed louvering to the MUG for approval.

Before beginning the required underground construction, please arrange for a pre-construction meeting with MUG and your contractors.



CenterPoint Energy
3000A Harrisburg Blvd
Houston, Texas 77003-2332
CenterPointEnergy.com

October 27, 2017
Job # 83336597
Page 2 of 2

Re: **LAMAR CONSOLIDATED I.S.D.**
Don Carter Elementary
8500 A Meyers Rd., Richmond, Texas 77469

If any additional information is required, contact me at 713-207-4941.

Thank you.

Frank De Leon
frank.deleon@centerpointenergy.com

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between Lamar Consolidated I.S.D., herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 8500 A Meyers Rd., Richmond, Texas 77469.

The Company agrees to accept payment of \$1,100.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: For the requested underground service arrangement in accordance with the Company's Terms and Conditions package Job# 83336597. The cost is based utilizing the Company's standard installation equipment. The cost does not include overtime premiums. This agreement includes no cost for the extension, modification or removal of the existing overhead facilities. Please contact the Company's respective Service Center representative for any additional costs that may be associated with this project.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

(6-2012)

CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.


Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Lamar Consolidated I.S.D.

Retail Customer

By 

By _____
Signature

Frank De Leon

Name printed or typed

Name printed or typed

Title Senior Engineering Specialist

Title _____

Date October 27, 2017

Date _____

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and Lamar Consolidated I.S.D. ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of Don Carter Elementary, 8500 A Meyers Rd., Richmond, Texas 77469 ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at **8500 A Meyers Rd., Richmond, Texas 77469**.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "Agreement") under which underground electric service will be provided to the Facility. "Effective Date" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. Customer as Governmental Entity. Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement

would be enforceable against Customer under Applicable Laws (as defined below). Terms and conditions in the Agreement relating to limitations of the type described in this section will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com. CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE

CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).*

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 7 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 8 must be signed by an officer or other representative of that Party authorized to do so.

In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

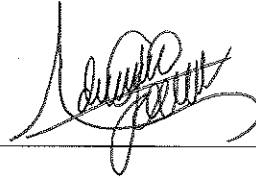
[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: _____



Name: Adewemimo A. Oyekenu, P. E.

Title: Supervising Engineer

CUSTOMER:

LAMAR CONSOLIDATED I.S.D.

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By: _____

Name: _____

Title: _____

**TERMS & CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CONSOLIDATED I.S.D.
Don Carter Elementary
8500 A Meyers Rd., Richmond, Texas 77469**

Job #83336597

**CenterPoint Energy
Major Underground Projects
P. O. Box 1700; Houston, Texas 77251-1700**

REFERENCE LAMAR CONSOLIDATED I.S.D. DRAWINGS:

Site Plan	Drawing #:	<u>E1.01</u>	Received:	<u>April 27, 2017</u>
Electrical One-Line	Drawing #:	<u>E6.01</u>	Received:	<u>April 27, 2017</u>
Load Analysis	Drawing #:	<u>E6.01</u>	Received:	<u>April 27, 2017</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	May 1, 2016
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____
Signature
Title
Date

 Print Name

If this Terms & Conditions package is signed by anyone other than an official from Lamar Consolidated I.S.D., it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

						CenterPoint Energy Houston, Texas		
						WRITTEN	FD	10/27/2017
						CHECKED	AAO <i>[Signature]</i>	10/27/2017
						APPROVED	AAO	10/27/2017
						SHEET 1 OF 14 SHEETS		
NO.	DATE	ITEMS REVISED	BY	CH	APP	PM 4127		

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar Consolidated I.S.D. Lamar Consolidated I.S.D. and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from a 1000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer.
- C. The CNP Major Underground Engineering (MUG) representative is Frank De Leon at 713-207-4941 or frank.deleon@centerpointenergy.com.

The CNP Service Area Consultant is Enrique Ramon at 281-341-4931.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 22,609 amperes symmetrical, with an X/R ratio of 8.2.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (attached). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to Major Underground Engineering at (713) 207-6229. Job # 83336597 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

DUCTBANK INSTALLATION (continued)

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen (15) feet above mean sea level or eighteen (18) inches above the documented 100 year floodplain, whichever is greater. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time installation.

VENTILATION REQUIREMENTS

Any proposed barriers or enclosures in the vicinity of the equipment pads shall maintain a minimum of 50% free air flow. Prior to construction, the Customer shall submit drawings of the proposed barriers or enclosures to MUG Projects Representative for approval.

SERVICE EQUIPMENT VENTILATION REQUIREMENT

The Customer's requested location for CNP's equipment is within a proposed service yard. The service walls adjacent to the transformer pad must be louvered to permit 50 percent air flow. Prior to construction, the Customer shall submit drawings of the proposed louvering to the MUG Representative for approval.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

INDEMNIFICATION AND LIABILITY LIMITS

Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *(See Governmental Entity Addendum if applicable.)*

GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4546	B3	646F		N. T. S.	CRB42	

LAMAR CONSOLIDATED I. S. D. (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS

(EXISTING 3Ø OH)

LAURABEE DR.

PTS 18576

A MEYERS RD

A 10' GROUND WITH A 21'-6" AERIAL EASEMENT ADJACENT TO AND WEST OF PROPERTY LINE TO BE ACQUIRED FOR THE OVERHEAD LINE EXTENSION TO THE TERMINAL POLE

PROPOSED ROAD

(PROPOSED 3Ø OH)
600' ±

DON CARTER ELEMENTARY

PLAYGROUND AREA

SEE SHEET 10 OF 14 FOR TERMINAL POLE AND TRANSFORMER PAD FACILITY LAYOUT DETAIL

8500
A MEYERS RD.

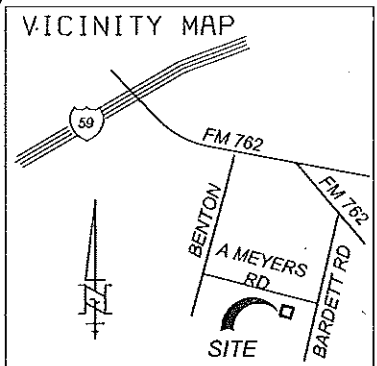
TERMINAL POLE LOCATION

TRANSFORMER PAD LOCATION

2-6" CONCRETE ENCASED PVC CONDUITS BY THE CUSTOMER PER SPEC DLFS2C (220' ±)

A 10' EASEMENT CENTERED ON THE CONDUITS TO BE ACQUIRED

PROPERTY LINE



GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4546	B3	646F		N. T. S.	CRB42	

NOTES

CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.

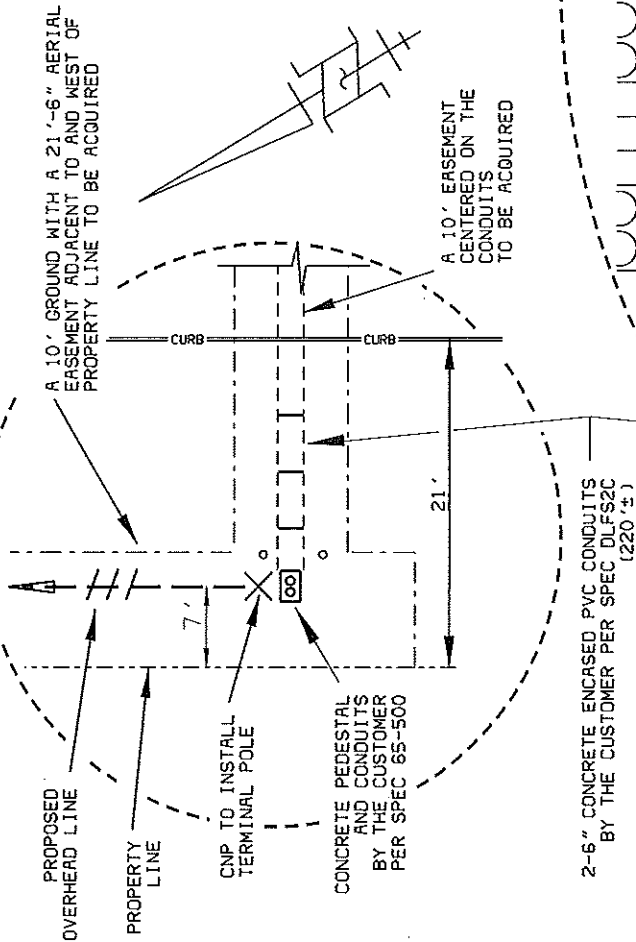
THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 11 OF 14)

REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.

METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.

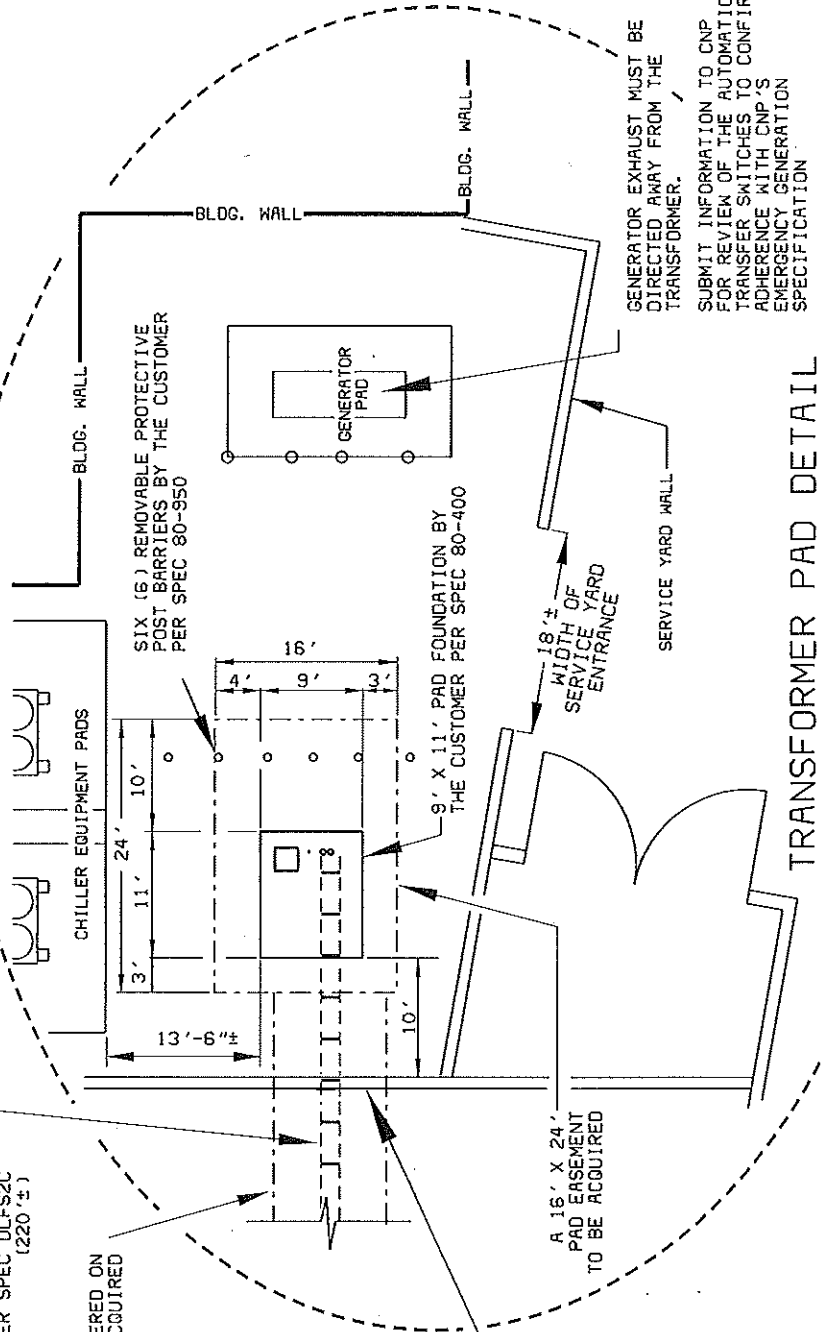
ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

TERMINAL POLE DETAIL



2'-6" CONCRETE ENCASED PVC CONDUITS BY THE CUSTOMER PER SPEC DLFS2C (220 "x")

A 10' EASEMENT CENTERED ON THE CONDUITS TO BE ACQUIRED

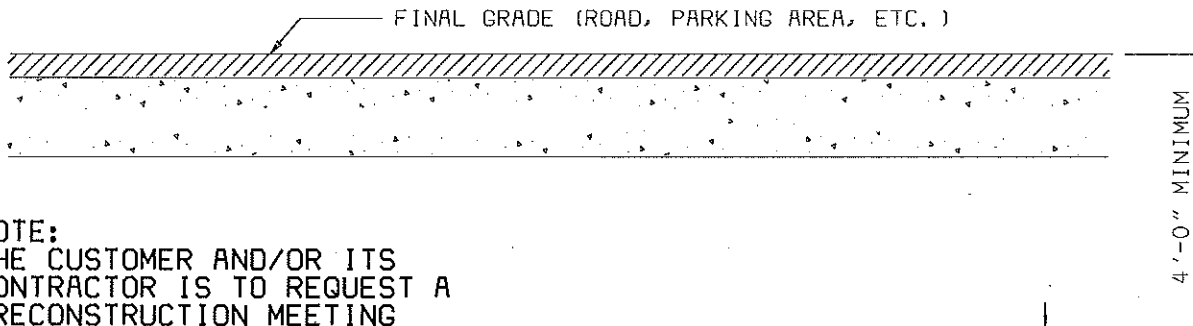


GENERATOR EXHAUST MUST BE DIRECTED AWAY FROM THE TRANSFORMER.

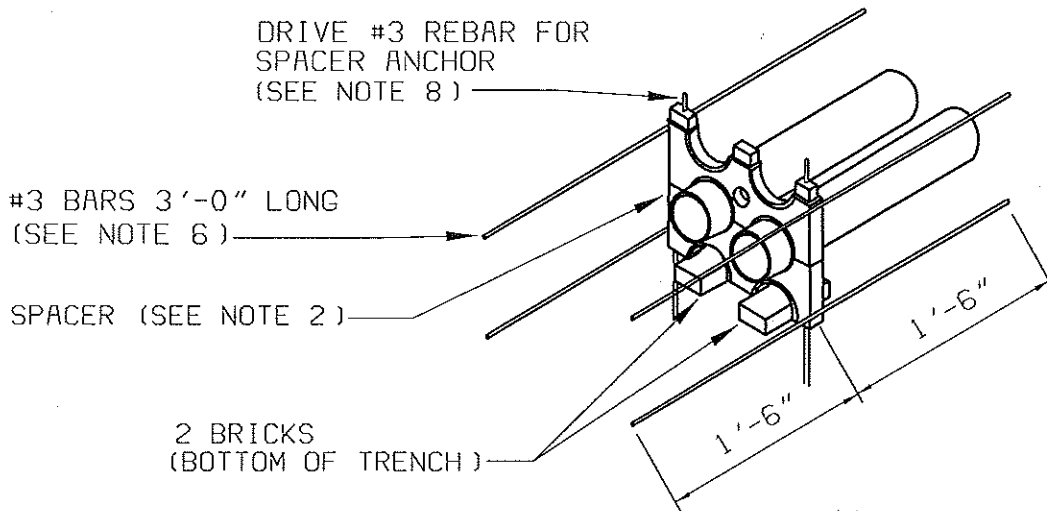
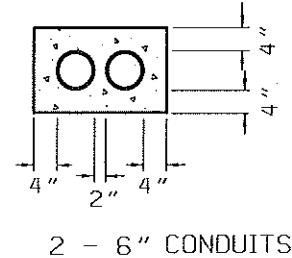
SUBMIT INFORMATION TO CNP FOR REVIEW OF THE AUTOMATIC TRANSFER SWITCHES TO CONFIRM ADHERENCE WITH CNP'S EMERGENCY GENERATION SPECIFICATION

LOUVER 12' SECTION OF THE WEST WALL CENTERED WITH TRANSFORMER PAD THAT ALLOWS 50 PER CENT AIR FLOW

SUBMIT DRAWING OF THE PROPOSED LOUVERING DESIGN TO CNP FOR APPROVAL



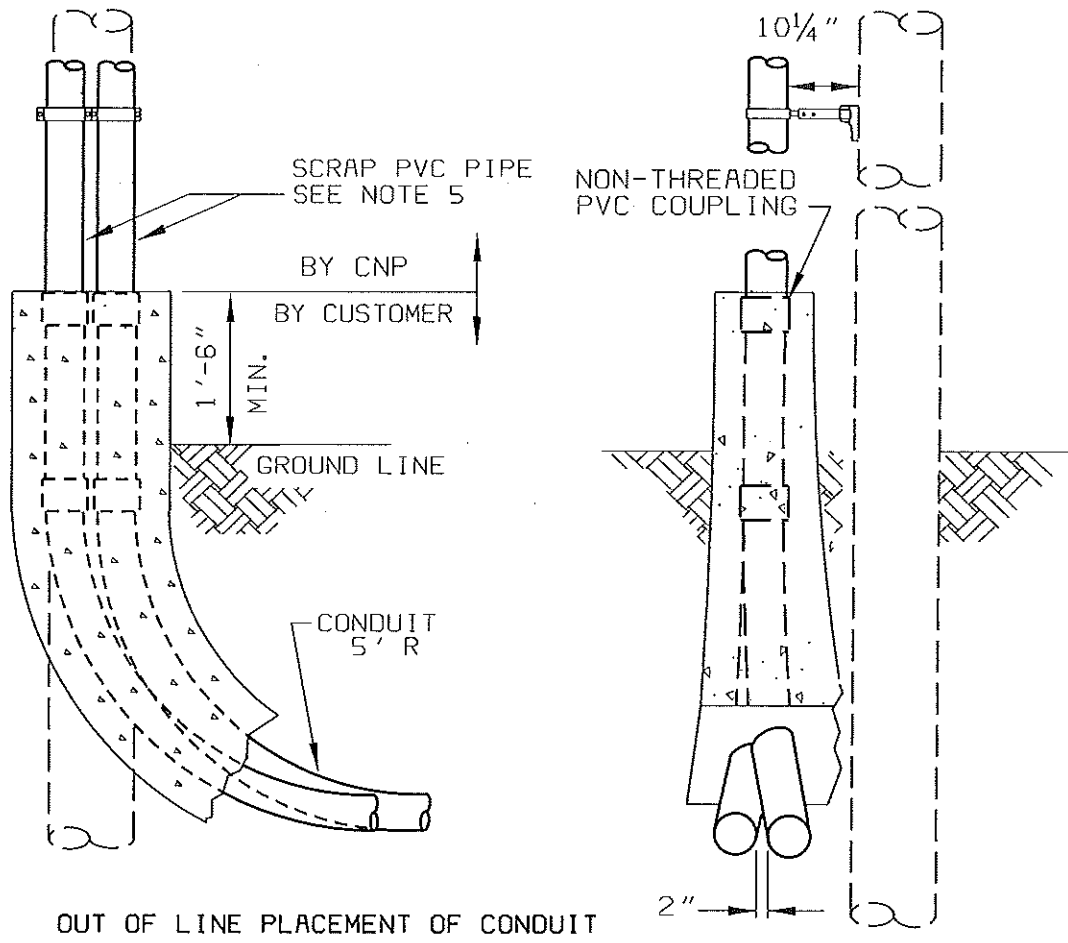
NOTE:
THE CUSTOMER AND/OR ITS
CONTRACTOR IS TO REQUEST A
PRECONSTRUCTION MEETING
PRIOR TO STARTING CONSTRUCTION
BY CALLING (713) 207-6229.



NOTES:

1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
12. INSTALL JET LINE IN ALL CONDUITS AND #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK
FEEDER



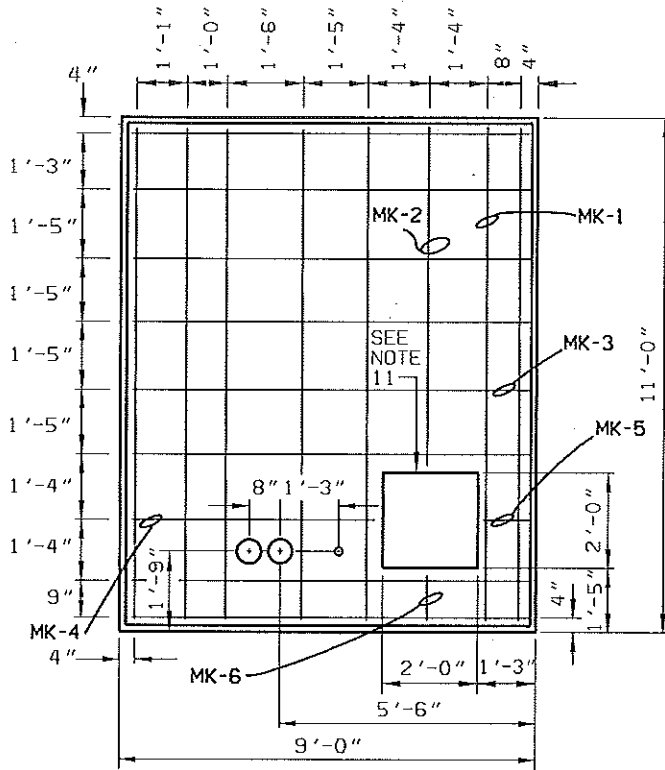
NOTES:

1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, **BUT DO NOT GLUE**, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

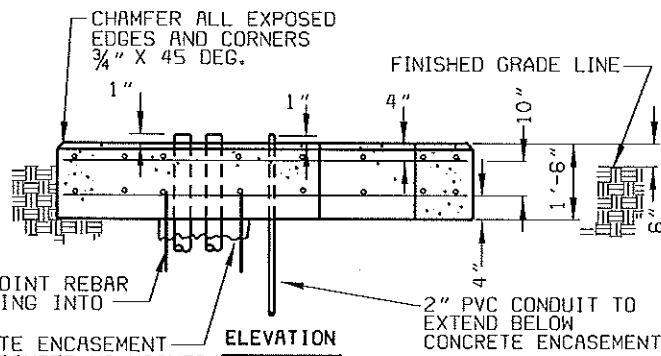
TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV

BASED ON DISTRIBUTION STANDARD 65-500

030488/080807



PLAN

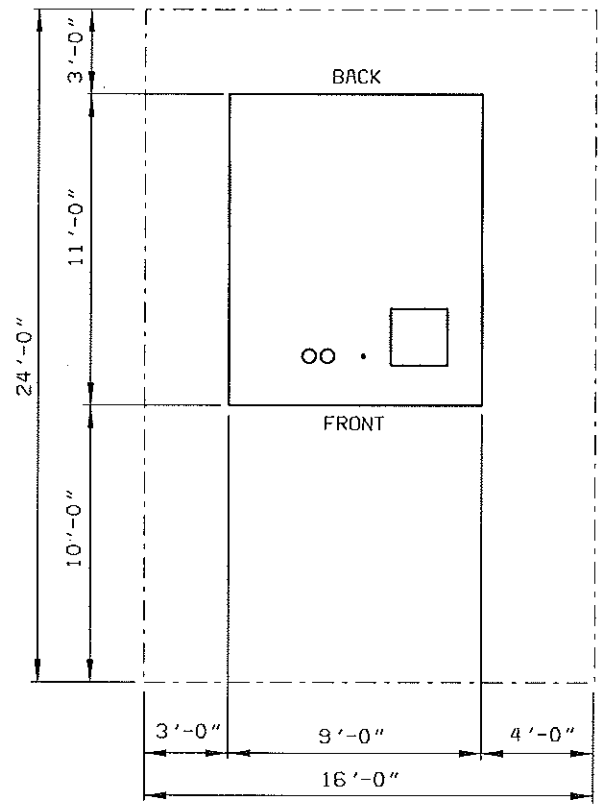


ELEVATION

- NOTES:
1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
 2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
 3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
 4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
 5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
 6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
 7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
 8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
 9. REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER.
 10. SLOPE PAD 1" FRONT TO BACK.
 11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
 12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
 13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT

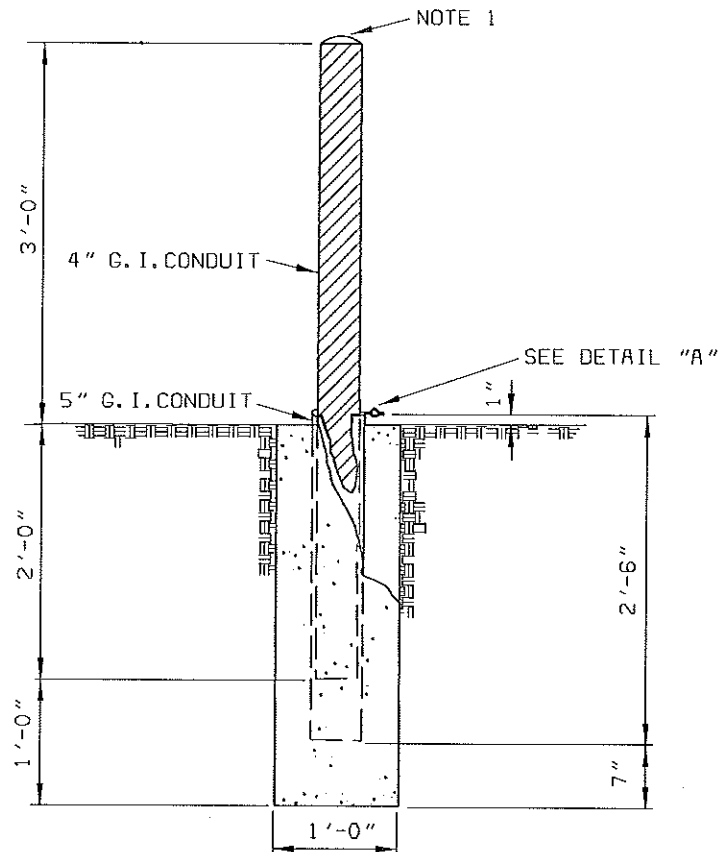
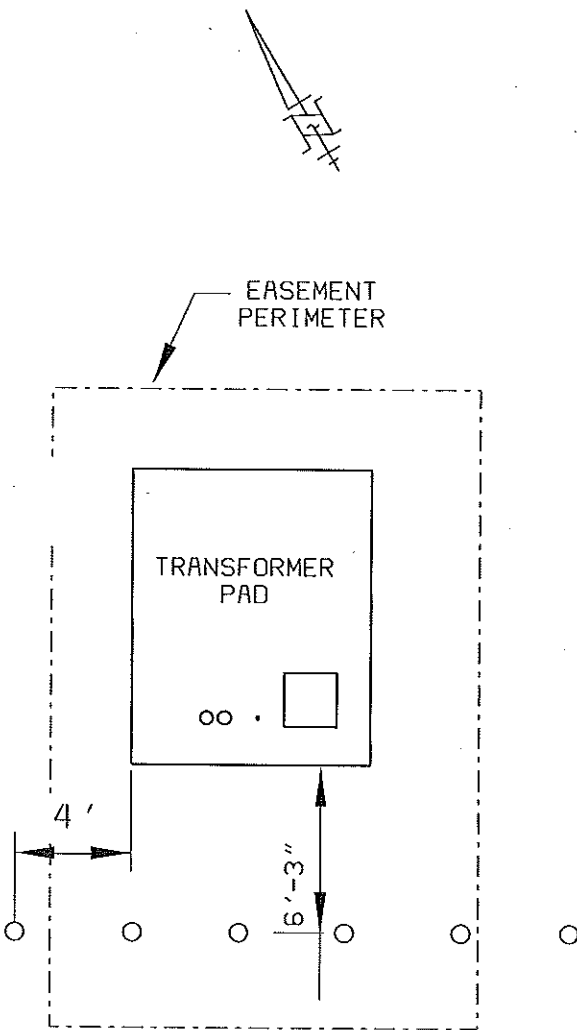


MINIMUM EASEMENT REQUIREMENTS

EQUIPMENT
WEIGHT 43,000 LBS
MAXIMUM

500-5000 KVA PMT
FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400

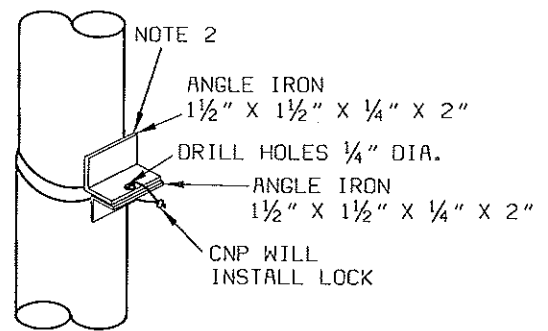


**PROTECTIVE BARRIER
(REMOVABLE)**

INSTALL SIX (6) REMOVABLE
POST BARRIERS ON APPROXIMATELY
4 FOOT CENTERS

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.



DETAIL "A"

**PROTECTIVE BARRIER
(REMOVABLE)**

BASED ON DISTRIBUTION STANDARD 80-950

**CONSIDER APPROVAL OF CHANGE ORDER #1 FOR THE NATATORIUM
AT GEORGE RANCH HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve change order #1 in the amount of \$212,177 to the contract with Turner Construction Company for construction of additional parking at George Ranch High School, adjust the project budget as necessary and authorize the Board President to execute the attached change order document.

IMPACT/RATIONALE:

The enrollment at George Ranch High School has been increasing and the current parking is not sufficient. The placement of the Natatorium at George Ranch High School caused for some student parking spaces to be lost, while additional parking is being added in the front of the school for a net gain of 18 parking spaces.

To relieve the parking pressure, it is proposed to expand the parking lot in the front of the Natatorium by approximately 50 additional parking spaces.

This change order will exceed the current project budget. The additional funds required for this change will come from surplus funds within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the contract with Turner Construction Company will be increased by \$212,177 for additional parking at George Ranch High School and the project budget will be adjusted as necessary.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Natatorium - George Ranch High School
 8181 FM 762
 Richmond, Texas 77469

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: June 14, 2017

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: October 10, 2017

OWNER: *(Name and address)*
 Lamar Consolidated Independent School
 District
 3911 Avenue I
 Rosenberg, Texas 77471

ARCHITECT: *(Name and address)*
 PBK Architects, Inc.
 11 Greenway Plaza, 22nd Floor
 Houston, Texas 77046

CONTRACTOR: *(Name and address)*
 Turner Construction Company
 4263 Dacoma Street
 Houston, Texas 77092

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 Additional parking at George Ranch High School.

The original Contract Sum was	\$ 8,261,332.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 8,261,332.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 212,177.00
The new Contract Sum including this Change Order will be	\$ 8,473,509.00
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be unchanged.	

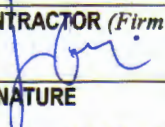
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.

 ARCHITECT *(Firm name)*

 SIGNATURE
 Rick Blan, AIA, Partner
 PRINTED NAME AND TITLE
 10.16.2017
 DATE

Turner Construction Company

 CONTRACTOR *(Firm name)*

 SIGNATURE
 Joe Glowacki, Vice President
 PRINTED NAME AND TITLE
 10.16.2017
 DATE

Lamar Consolidated Independent School
 District
 OWNER *(Firm name)*

 SIGNATURE
 James Steenbergen, Board President
 PRINTED NAME AND TITLE

 DATE

**CONSIDER APPROVAL OF SITE UTILITY EASEMENTS
FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the site utility easements for Culver Elementary School and authorize the Board President to execute easement documents.

IMPACT/RATIONALE:

The site utility easements are for the water, sanitary sewer and storm sewer service for Culver Elementary School.

There is no cost for this electric service installation.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the agreements and the easements will be recorded and included in the plat for the site.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**WATER LINE EASEMENT
(0.2494 Acre)**

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

**THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §**

THAT LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.2494 acre, as more particularly described and shown in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions

removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, trash and debris, as well as any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder. Grantor shall not be responsible for the maintenance of the Facilities.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Except as expressly set forth herein, Grantor shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld), (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements (other than sidewalks and driveways, as provided below) or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract (other than utility facilities, as provided below); (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns. Notwithstanding anything in this instrument to the contrary, Grantor reserves the right to construct or locate sidewalks and driveways (paved and unpaved) upon the surface of the Easement Tract and may construct utility facilities across the Easement Tract (as distinguished from along the length of the Easement Tract) and may grant easements for such utility facilities; provided, however, prior to commencement of construction of any such sidewalks, driveways or utility facilities, Grantor must obtain written approval of the construction plans therefor from Grantee, which consent will not be unreasonably withheld. Grantor agrees to coordinate any such construction and installation with Grantee to insure the integrity of Grantee's Facilities located within the Easement Tract. Any such sidewalks, driveways or utility facilities shall not damage or otherwise unreasonably interfere with the Facilities or Grantee's use of the Easement Tract for the purposes set forth herein, and Grantor shall be responsible for any such

damage to the Facilities resulting from Grantor's sidewalks, driveways or utility facilities or the use and existence of such sidewalks, driveways or utility facilities. Grantor shall be responsible, at its sole cost, for maintaining all such sidewalks, driveways and utility facilities in good repair.

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

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

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

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

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

The individuals signing this instrument on behalf of Grantor and Grantee represent and warrant to the other that he/she has the requisite authority to bind Grantor and Grantee respectively.

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

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

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

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

[Signature pages follow this page.]

EXECUTED this _____ day of _____, 2017.

GRANTOR:

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____ of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____, and _____ of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A - Description and Sketch of Easement Tract

After recording, please return to:

Jeanette Harris

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

County: Fort Bend
Project: Briarwood Crossing School Site
M.S.G.: 171187
Job Number: 3318-PL

**FIELD NOTES FOR 0.2494 ACRES OF LAND
5' WATER LINE EASEMENT**

Being 0.2494 acres (10,864 square feet) of land located in the Angus J. James Survey, Abstract-37, Fort Bend County, Texas; said 0.2494 acre tract being a portion of a called 6.366 acre tract recorded in the name of Lamar Consolidated Independent School District, under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2017009048 and a portion of a called 7.634 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017071496; said 0.2494 acre tract being more particularly described by metes and bounds as follows (bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone per GPS observations):

BEGINNING at a 5/8-inch iron with "Miller Survey Group" (MSG) cap found at the southwest corner of Restricted Reserve "D" of Briarwood Crossing Section 4, a subdivision of record in Plat No. 20140265, Fort Bend County Plat Records (F.B.C.P.R.), being the north corner of the west terminus line of Briarwood Crossing Drive (eighty-foot wide per Plat No. 20140265 of the F.B.C.P.R.), being the southeast corner of said 6.366 acre tract, and being the northeast corner of a called 2.800 acre Temporary Access Easement for the benefit of Fort Bend County Municipal Utility District No. 5, under F.B.C.C.F. No. 2017019799, and for the southeast corner of the herein described tract, at the beginning of a curve to the left;

THENCE, with the line common to said 2.800 acre and the said 6.336 acre tracts, the following three (3) courses:

1. 115.20 feet along the arc of said curve to the left, having a radius of 890.00 feet, a central angle of 07 degrees 24 minutes 59 seconds, and a chord that bears South 72 degrees 24 minutes 05 seconds West, a distance of 115.12 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
2. South 68 degrees 41 minutes 36 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with M.S.G. cap found for the beginning of a curve to the right;
3. 564.96 feet along the arc of said curve to the right, having a radius of 810.00 feet, a central angle of 39 degrees 57 minutes 46 seconds, and a chord that bears South 88 degrees 40 minutes 29 seconds West, a distance of 553.58 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;

THENCE, continuing with the south line of said 6.336 acre tract and the south line of said 7.634 acre tract and the north line of a called 1.263 acre tract recorded in the name of Woodmere Development Co. Ltd., under F.B.C.C.F. No. 2017054162, North 71 degrees 20 minutes 38 seconds West, a distance of 289.88 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the right, for the southerly southwest corner of said 7.634 acre tract, the interior corner of said 1.263 acre tract and for a point of curvature of the herein described tract;

THENCE, with the common lines of said 7.634 acre tract and said 1.263 acre tract the following four (4) courses;

1. 47.12 feet along the arc of said curve to the right, having a radius of 30.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord that bears North 26 degrees 20 minutes 38 seconds West, a distance of 42.43 feet to a 5/8-inch iron rod with M.S.G. cap found at a point of tangency;
2. North 18 degrees 39 minutes 22 seconds East, a distance of 2.76 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the left;
3. 92.19 feet along the arc of said curve to the left, having a radius of 530.00 feet, a central angle of 09 degrees 57 minutes 58 seconds, and a chord that bears North 13 degrees 40 minutes 23 seconds East, a distance of 92.07 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
4. North 08 degrees 41 minutes 24 seconds East, a distance of 120.18 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the right;

THENCE, continuing along the common line of said 1.263 acre tract, said 7.634 acre tract, and south line of a called 1.066 acre tract recorded in the name of Woodmere Development Co. Ltd., under F.B.C.C.F. No. 2017054162 the following four (4) courses:

1. 602.76 feet along the arc of said curve to the right, having a radius of 460.00 feet, a central angle of 75 degrees 04 minutes 38 seconds, and a chord that bears North 46 degrees 13 minutes 43 seconds East, a distance of 560.55 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
2. North 83 degrees 46 minutes 02 seconds East, a distance of 152.98 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the left;
3. 90.98 feet along the arc of said curve to the left, having a radius of 330.00 feet, a central angle of 15 degrees 47 minutes 46 seconds, and a chord that bears North 75 degrees 52 minutes 09 seconds East, a distance of 90.69 feet to a 5/8-inch iron rod with M.S.G. cap found at a point of tangency;

4. North 67 degrees 58 minutes 16 seconds East, a distance of 0.73 feet to a 5/8-inch iron rod with M.S.G. cap found for the northwesterly corner of a called 0.343 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017071495, for the north corner of said 7.634 acre tract and the herein described tract;

THENCE, with the line common to said 0.343 acre tract and said 7.634 acre tract, South 34 degrees 18 minutes 50 seconds East, a distance of 5.11 feet to the beginning of a non-tangent curve to the right and angle point of the described tract;

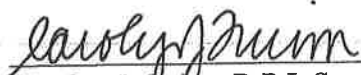
THENCE, through and across said 7.634 acre tract and said 6.336 acre tract the following eleven (11) courses;

1. 94.17 feet along the arc of said curve to the right, having a radius of 335.00 feet, a central angle of 16 degrees 06 minutes 23 seconds, and a chord that bears South 75 degrees 42 minutes 51 seconds West at a distance of 93.86 feet to a point of tangency;
2. South 83 degrees 46 minutes 02 seconds West, a distance of 152.98 feet to the beginning of a curve to the left;
3. 596.21 feet along the arc of said curve to the left, having a radius of 455.00 feet, a central angle of 75 degrees 04 minutes 38 seconds, and a chord that bears South 46 degrees 13 minutes 43 seconds West, a distance of 554.46 feet to a point of tangency;
4. South 08 degrees 41 minutes 24 seconds West, a distance of 120.18 feet to the beginning of a curve to the right;
5. 93.06 feet along the arc of said curve to the right, having a radius of 535.00 feet, a central angle of 09 degrees 57 minutes 58 seconds, and chord that bears South 13 degrees 40 minutes 23 seconds West, a distance of 92.94 feet to a point of tangency;
6. South 18 degrees 39 minutes 22 seconds West, a distance of 2.76 feet to the beginning of a curve to the left;
7. 39.27 feet along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord that bears South 26 degrees 20 minutes 38 seconds East, a distance of 35.36 feet to a point of tangency;
8. South 71 degrees 20 minutes 38 seconds East, a distance of 289.88 feet to the beginning of a curve to the left;

9. 561.47 feet along the arc of said curve to the left, having a radius of 805.00 feet, a central angle of 39 degrees 57 minutes 46 seconds, and chord that bears North 88 degrees 40 minutes 29 seconds East, a distance of 550.16 feet to a point of tangency;
10. North 68 degrees 41 minutes 36 seconds East, a distance of 100.00 to the beginning of a curve to the right;
11. 115.85 feet along the arc of said curve to the right, having a radius of 895.00 feet, a central angle of 07 degrees 24 minutes 59 seconds, and a chord that bears North 72 degrees 24 minutes 05 seconds East, a distance of 115.77 feet to a point on the west line of said Restricted Reserve "D" and the east line of said 6.33 acre tract;

THENCE, with the line common to said 6.336 acre tract and said Restricted Reserve "D", South 13 degrees 53 minutes 25 seconds East, a distance of 5.00 feet, to the **POINT OF BEGINNING**, and containing 0.2494 acres of land.

An exhibit of the herein described tract was prepared in conjunction with and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033

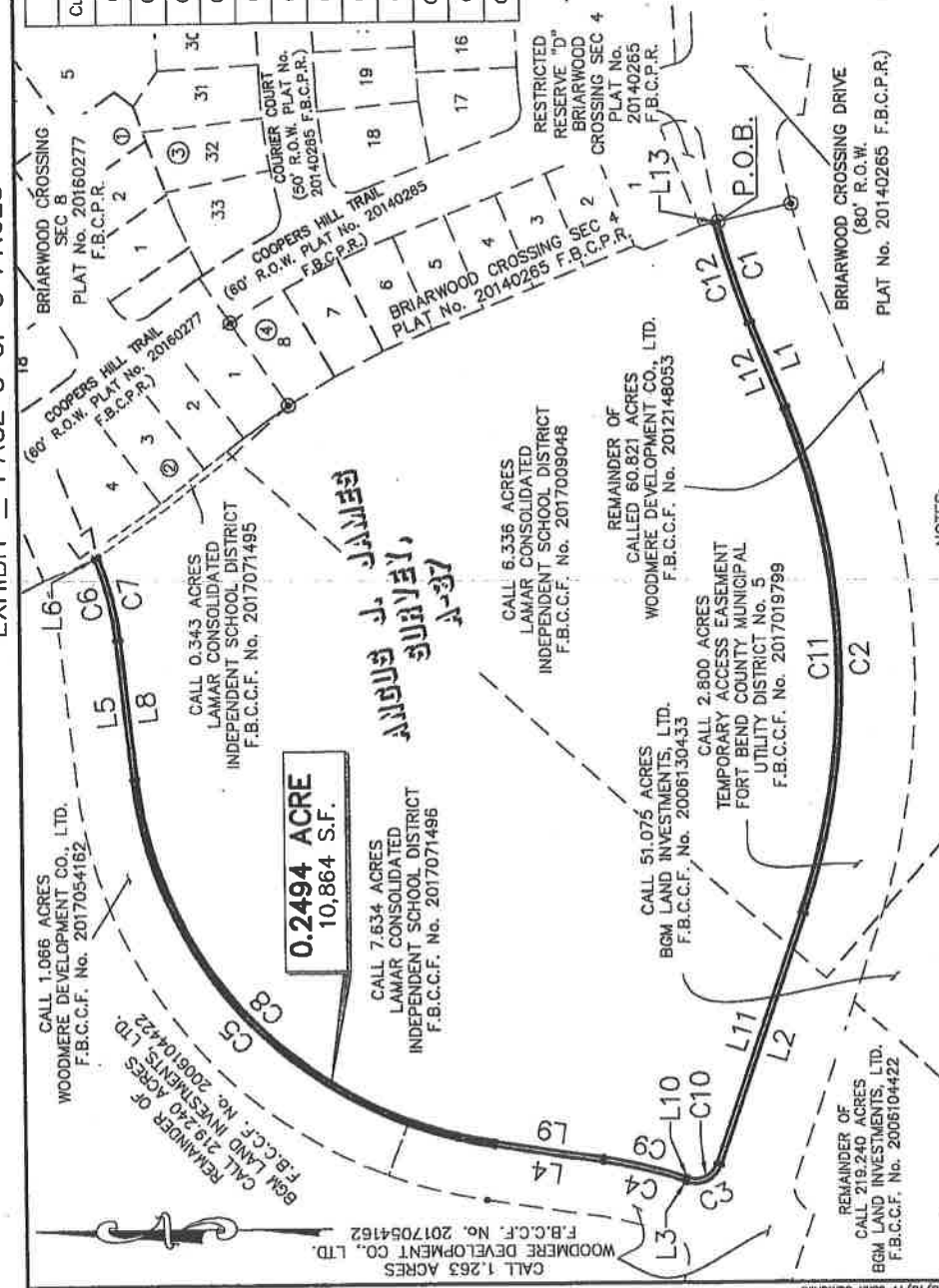


Miller Survey Group
Texas firm registration No. 10047100
Ph. (713) 413-1900
Date: August 9, 2017
DWG. 3318-EXH 3

EXHIBIT A PAGE 5 OF 5 PAGES

Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	115.20	890.00	72°24'59"	S72°24'05"W	115.12
C2	564.96	810.00	39°57'46"	S88°40'29"W	553.58
C3	47.12	30.00	90°00'00"	N26°20'38"W	42.43
C4	92.19	530.00	9°57'58"	N13°40'23"E	92.07
C5	602.76	460.00	75°04'38"	N46°13'43"E	560.55
C6	90.98	330.00	15°47'46"	N75°52'09"E	90.69
C7	94.17	335.00	16°06'23"	S75°42'51"W	93.86
C8	596.21	455.00	75°04'38"	S46°13'43"W	554.46
C9	93.06	535.00	9°57'58"	S13°40'23"W	92.94
C10	39.27	25.00	90°00'00"	S26°20'38"E	35.36
C11	561.47	805.00	39°57'46"	N88°40'29"E	550.16
C12	115.85	895.00	72°24'59"	N72°24'05"E	115.77

Line Table		
Line	Length	Direction
L1	100.00	S68°41'36"W
L2	289.88	N71°20'38"W
L3	2.76	N18°39'22"E
L4	120.18	N08°41'24"E
L5	152.98	N83°46'02"E
L6	0.73	N67°58'16"E
L7	5.11	S34°18'50"E
L8	152.98	S83°46'02"W
L9	120.18	S08°41'24"W
L10	2.76	S18°39'22"W
L11	289.88	S71°20'38"E
L12	100.00	N68°41'36"E
L13	5.00	S13°53'25"E



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

LEGEND

- F.B.C.C.F. = FORT BEND COUNTY CLERK'S FILE
- F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
- F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
- END = FOUND
- NO. = NUMBER
- IR = IRON ROD
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- PG. = PAGE
- VOL. = VOLUME
- ⊙ = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- = SET 5/8-INCH IRON ROD WITH M.S.G. CAP

EXHIBIT

5' WATER LINE EASEMENT
 BEING A 0.2494 ACRE TRACT LOCATED IN
 THE ANGUS J. JAMES SURVEY, A-37 IN
 FORT BEND COUNTY, TEXAS



www.millersurvey.com
 1760 WEST SAH HOUSTON PARKWAY NORTH • HOUSTON, TEXAS 77043
 PHONE 713-413-1900 • FAX 713-413-1944
 TEXAS FIRM REGISTRATION NO. 10047100

JOB NO.: 3318	SCALE: 1" = 200'	DATE: 08/07/2017	FIELD BOOK: N/A
DWG. NO.: 3318-EWH3	DRAWN BY: JRC	CHK. BY: CJO	M&E No.: 171187

HPA 08 FOLDER: 3318-BRIARWOOD CROSSING SCHOOL DMG: 3318-EWH 3.DWG B/18/17 John Conditillo

**SANITARY SEWER EASEMENT
(0.0092 Acre; 0.0138 Acre)**

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

**THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §**

THAT LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through those two (2) certain tracts of land located in Fort Bend County, Texas, containing 0.0092 acre and 0.0138 acre, respectively, as more particularly described and shown in **Exhibits A and B**, both attached hereto and incorporated herein for all purposes (collectively, the "Easement Tracts").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tracts, and may enter upon the Easement Tracts to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tracts and the right to bring and operate such equipment on the Easement Tracts as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tracts as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated

to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tracts in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tracts for the purposes set forth herein. Grantee shall remove, at Grantee's expense, trash and debris, as well as any dirt, earth, or other material excavated from the Easement Tracts in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder. Grantor shall not be responsible for the maintenance of the Facilities.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tracts for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tracts shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Except as expressly set forth herein, Grantor shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld), (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements (other than sidewalks and driveways, as provided below) or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tracts (other than utility facilities, as provided below); (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tracts; (iii) dedicate other easements within the Easement Tracts; or (iv) change the grade over the Facilities constructed under the Easement Tracts. If Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns. Notwithstanding anything in this instrument to the contrary, Grantor reserves the right to construct or locate sidewalks and driveways (paved and unpaved) upon the surface of the Easement Tract and may construct utility facilities across the Easement Tract (as distinguished from along the length of the Easement Tract) and may grant easements for such utility facilities; provided, however, prior to commencement of construction of any such sidewalks, driveways or utility facilities, Grantor must obtain written approval of the construction plans therefor from Grantee, which consent will not be unreasonably withheld. Grantor agrees to coordinate any such construction and installation with Grantee to insure the integrity of Grantee's Facilities located within the Easement Tract. Any such sidewalks, driveways or utility facilities shall not damage or otherwise unreasonably interfere with the Facilities or Grantee's use of the Easement Tract for the purposes set forth herein, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's sidewalks,

driveways or utility facilities or the use and existence of such sidewalks, driveways or utility facilities. Grantor shall be responsible, at its sole cost, for maintaining all such sidewalks, driveways and utility facilities in good repair.

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

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

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

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

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

The individuals signing this instrument on behalf of Grantor and Grantee represent and warrant to the other that he/she has the requisite authority to bind Grantor and Grantee respectively.

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

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

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

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

[Signature pages follow this page.]

EXECUTED this _____ day of _____, 2017.

GRANTOR:

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____ of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____, and _____ of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A - Description and Sketch of 0.0092 Acre Easement Tract

Exhibit B - Description and Sketch of 0.0138 Acre Easement Tract

After recording, please return to:

Jeanette Harris

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

County: Fort Bend
Project: Briarwood Crossing School Site
M.S.G.: 171225R1
Job Number: 3318-PL

**FIELD NOTES FOR 0.0092 ACRES OF LAND
20' x 20' SANITARY SEWER EASEMENT**

Being 0.0092 acres (401 square feet) of land located in the Angus J. James Survey, Abstract-37, Fort Bend County, Texas; said 0.0092 acre tract being a portion of a called 6.336 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017009048; said 0.0092 acre tract being more particularly described by metes and bounds as follows (bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone per GPS observations):

COMMENCING at a 5/8-inch iron with “Miller Survey Group” (MSG) cap found at the southwest corner of Restricted Reserve “D” of Briarwood Crossing Section 4, a subdivision of record in Plat No. 20140265, Fort Bend County Plat Records (F.B.C.P.R.), being the north corner of the west terminus line of Briarwood Crossing Drive (eight-foot wide per Plat No. 20140265 of the F.B.C.P.R.), and being the northeast corner of a called 2.800 acre Temporary Access Easement for the benefit of Fort Bend County Municipal Utility District No. 5, under F.B.C.C.F. No. 2017019799, at the beginning of a curve to the left;


THENCE, with common lines of said 6.336 acre tract and said 2.800 acre tract the following four (4) courses:

1. 115.20 feet along the arc of said curve to the left, having a radius of 890.00 feet, a central angle of 07 degrees 24 minutes 59 seconds, and a chord that bears South 72 degrees 24 minutes 05 seconds West, a distance of 115.12 feet to a 5/8-inch iron rod with Miller Survey Group (MSG) cap found at a point of tangency;
2. South 68 degrees 41 minutes 36 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with MSG cap found at the beginning of a curve to the right;
3. 77.09 feet continuing along the arc of said curve to the right, having a radius of 810.00 feet, a central angle of 05 degrees 27 minutes 11 seconds, and a chord that bears South 71 degrees 25 minutes 11 seconds West, a distance of 77.06 feet to a point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;
4. 20.00 feet continuing along the arc of said curve to the right, having a radius of 810.00 feet, a central angle of 01 degrees 24 minutes 53 seconds, and a chord that bears South 74 degrees 51 minutes 13 seconds West, a distance of 20.00 feet, to a point for the southwest corner of the herein described tract;

THENCE, through and across said 6.336 acre tract the following three (3) courses:

1. North 15 degrees 08 minutes 47 seconds West, a distance of 20.00 feet to an angle point for the northwest corner of the herein described tract;
2. North 74 degrees 51 minutes 13 seconds East, a distance of 20.00 feet to an angle point for the northeast corner of the herein described tract;
3. South 15 degrees 08 minutes 47 seconds East, a distance of 20.00 feet, to the **POINT OF BEGINNING**, and containing 0.0092 acres of land.

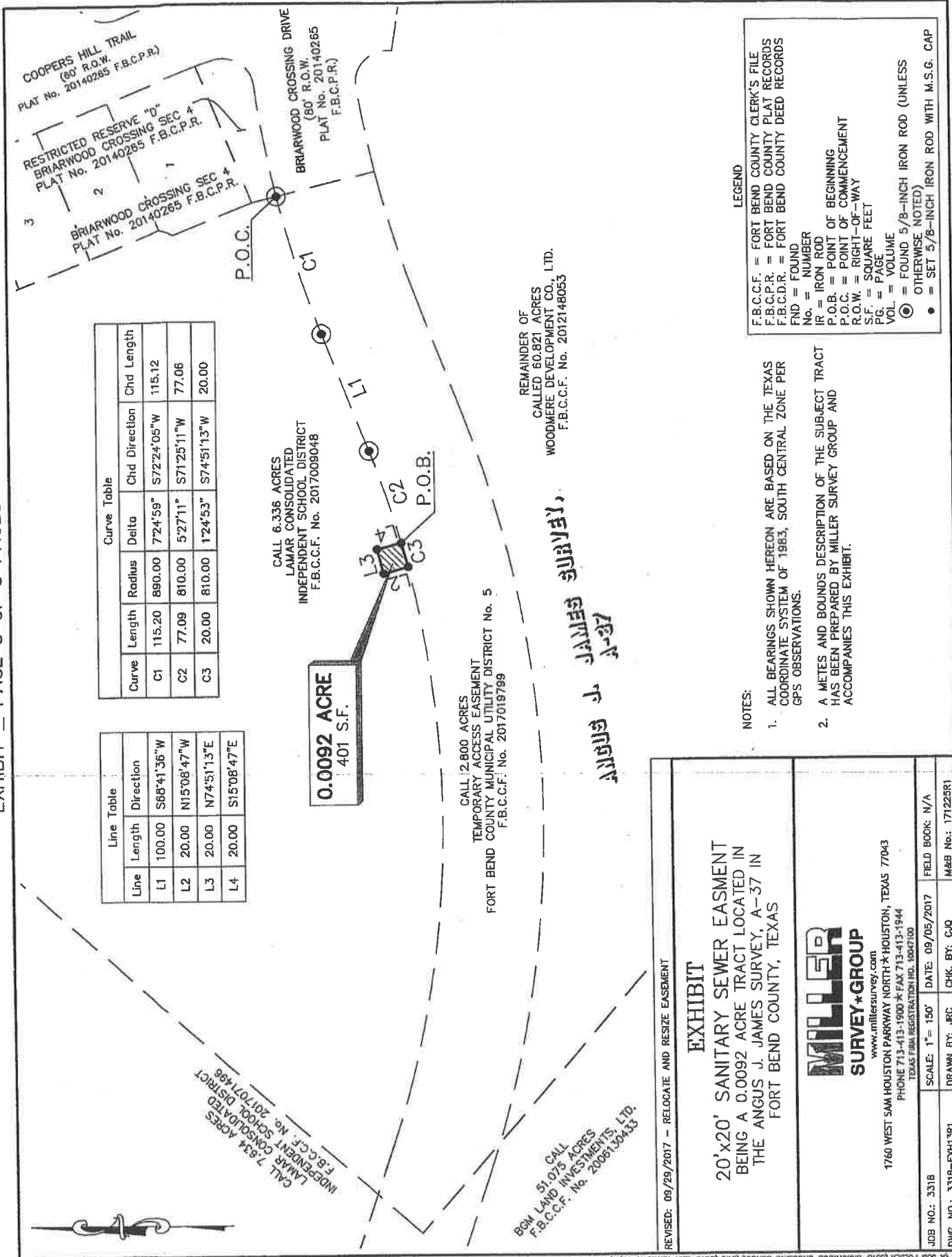
An exhibit of the herein described tract was prepared in conjunction with and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



Miller Survey Group
Texas firm registration No. 10047100
Ph. (713) 413-1900
Date: September 5, 2017
Revised: September 29, 2017
DWG. 3318-EXH 13R1

EXHIBIT A PAGE 3 OF 3 PAGES



LEGEND

F.B.C.C.F. = FORT BEND COUNTY CLERK'S FILE
 F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
 F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
 FND = FOUND
 No. = NUMBER
 IR = IRON ROD
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R.O.W. = RIGHT-OF-WAY
 S.F. = SQUARE FEET
 PG. = PAGE
 VOL. = VOLUME
 ● = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
 ● = SET 5/8-INCH IRON ROD WITH M.S.G. CAP

- NOTES:**
1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
 2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

REVISED: 09/29/2017 - RELOCATE AND RESIZE EASEMENT

EXHIBIT

20'x20' SANITARY SEWER EASEMENT
 BEING A 0.0092 ACRE TRACT LOCATED IN
 THE ANGUS J. JAMES SURVEY, A-37 IN
 FORT BEND COUNTY, TEXAS

MILLER SURVEY+GROUP
 www.millersurvey.com
 1760 WEST SAM HOUSTON PARKWAY NORTH * HOUSTON, TEXAS 77043
 PHONE 713-413-1900 * FAX 713-413-1944
 TEXAS FIRM REGISTRATION NO. 10947/00

JOB NO.: 3318	SCALE: 1" = 150'	DATE: 09/05/2017	FIELD BOOK: N/A
DWG. NO.: 3318-EXH13R1	DRAWN BY: JRC	CHK. BY: CJO	M&B No.: 171225R1

County: Fort Bend
Project: Briarwood Crossing School Site
M.S.G.: 171190
Job Number: 3318-PL

**FIELD NOTES FOR 0.0138 ACRES OF LAND
20' SANITARY SEWER EASEMENT**

Being 0.0138 acres (600 square feet) of land located in the Angus J. James Survey, Abstract-37, Fort Bend County, Texas; said 0.0138 acre tract being a portion of a called 6.336 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017009048; said 0.0138 acre tract being more particularly described by metes and bounds as follows (bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone per GPS observations):

COMMENCING at a 5/8-inch iron with “Miller Survey Group” (MSG) cap found at the southwest corner of Restricted Reserve “D” of Briarwood Crossing Section 4, a subdivision of record in Plat No. 20140265, Fort Bend County Plat Records (F.B.C.P.R.), being the north corner of the west terminus line of Briarwood Crossing Drive (eighty-foot wide per Plat No. 20140265 of the F.B.C.P.R.), and being the northeast corner of a called 2.800 acre Temporary Access Easement for the benefit of Fort Bend County Municipal Utility District No. 5, under F.B.C.C.F. No. 2017019799, at the beginning of a curve to the left;

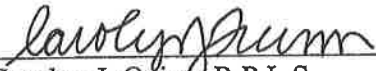
THENCE, with common lines of said 6.336 acre tract and said 2.800 acre tract the following four (4) courses:

1. 115.20 feet along the arc of said curve to the left, having a radius of 890.00 feet, a central angle of 07 degrees 24 minutes 59 seconds, and a chord that bears South 72 degrees 24 minutes 05 seconds West, a distance of 115.12 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
2. South 68 degrees 41 minutes 36 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the right;
3. 507.98 feet along the arc of said curve to the right, having a radius of 810.00 feet, a central angle of 35 degrees 55 minutes 56 seconds, and a chord that bears South 86 degrees 39 minutes 34 seconds West, a distance of 499.70 feet to a point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;
4. 20.00 feet continuing along the arc of said curve to the right, having a radius of 810.00 feet, a central angle of 01 degrees 24 minutes 53 seconds, and a chord that bears North 74 degrees 40 minutes 01 seconds West, a distance of 20.00 feet to a point for the southwest corner of the herein described tract;

THENCE, through and across said 6.336 acre tract the following three (3) courses:

1. North 15 degrees 34 minutes 26 seconds East, a distance of 29.98 feet to an angle point for the northwest corner of the herein described tract;
2. South 74 degrees 25 minutes 34 seconds East, a distance of 20.00 feet to an angle point for the northeast corner of the herein described tract;
3. South 15 degrees 34 minutes 26 seconds West, a distance of 29.90 feet, to the **POINT OF BEGINNING**, and containing 0.0138 acres of land.

An exhibit of the herein described tract was prepared in conjunction with and accompanies this description.

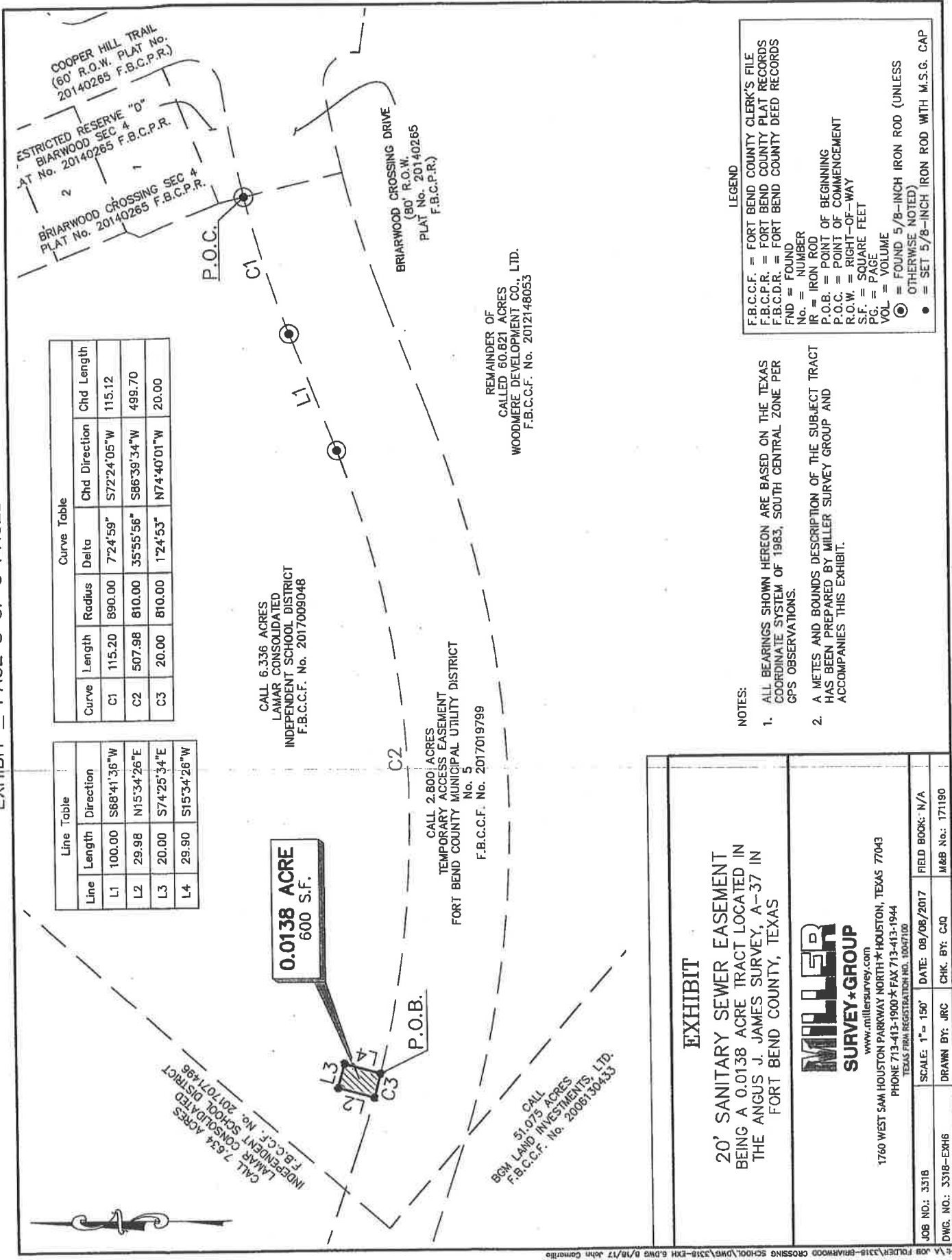


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



Miller Survey Group
Texas firm registration No. 10047100
Ph. (713) 413-1900
Date: August 9, 2017
DWG. 3318-EXH 6

EXHIBIT B PAGE 3 OF 3 PAGES



Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	115.20	890.00	7°24'59"	S72°24'05"W	115.12
C2	507.98	810.00	35°55'56"	S86°39'34"W	499.70
C3	20.00	810.00	1°24'53"	N74°40'01"W	20.00

Line Table	
Line	Direction
L1	S68°41'36"W
L2	N15°34'26"E
L3	S74°25'34"E
L4	S15°34'26"W

CALL 6.336 ACRES
 LAMAR CONSOLIDATED
 INDEPENDENT SCHOOL DISTRICT
 F.B.C.C.F. No. 2017009048

CALL 2.800 ACRES
 TEMPORARY ACCESS EASEMENT
 FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
 No. 5
 F.B.C.C.F. No. 2017019799

REMAINDER OF
 CALLED 60.821 ACRES
 WOODMERE DEVELOPMENT CO., LTD.
 F.B.C.C.F. No. 2012148053

0.0138 ACRE
 600 S.F.

CALL 7.634 ACRES
 LAMAR CONSOLIDATED
 INDEPENDENT SCHOOL DISTRICT
 F.B.C.C.F. No. 2017014496

CALL
 51.075 ACRES
 BGM LAMAR INVESTMENTS, LTD.
 F.B.C.C.F. No. 2006130433

- LEGEND**
- F.B.C.C.F. = FORT BEND COUNTY CLERK'S FILE
 - F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
 - F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
 - FND = FOUND
 - No. = NUMBER
 - IR = IRON ROD
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R.O.W. = RIGHT-OF-WAY
 - S.F. = SQUARE FEET
 - PG. = PAGE
 - VOL. = VOLUME
 - = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
 - = SET 5/8-INCH IRON ROD WITH M.S.G. CAP

- NOTES:**
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
 - A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

EXHIBIT

20' SANITARY SEWER EASEMENT
 BEING A 0.0138 ACRE TRACT LOCATED IN
 THE ANGUS J. JAMES SURVEY, A-37 IN
 FORT BEND COUNTY, TEXAS

MILLER SURVEY GROUP
 www.millersurvey.com
 1760 WEST SAM HOUSTON PARKWAY NORTH * HOUSTON, TEXAS 77043
 PHONE 713-413-1900 * FAX 713-413-1944
 TEXAS FIRM REGISTRATION NO. 18047100

JOB NO.: 3318	SCALE: 1" = 150'	DATE: 06/08/2017	CHK. BY: CJQ	FIELD BOOK: N/A
DWG. NO.: 3318-EXH6	DRAWN BY: JRC	M&B No.: 171190		

**STORM SEWER EASEMENT
(0.0083 Acre; 0.2576 Acre)**

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

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF FORT BEND §

THAT LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of storm sewer lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through those two (2) certain tracts of land located in Fort Bend County, Texas, containing 0.0083 acre and 0.2576 acre, respectively, as more particularly described and shown in **Exhibits A and B**, both attached hereto and incorporated herein for all purposes (collectively, the "Easement Tracts").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tracts, and may enter upon the Easement Tracts to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tracts and the right to bring and operate such equipment on the Easement Tracts as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tracts as nearly as reasonably practicable to substantially its condition prior

to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tracts in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tracts for the purposes set forth herein. Grantee shall remove, at Grantee's expense, trash and debris, as well as any dirt, earth, or other material excavated from the Easement Tracts in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder. Grantor shall not be responsible for the maintenance of the Facilities.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tracts for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tracts shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Except as expressly set forth herein, Grantor shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld), (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements (other than sidewalks and driveways, as provided below) or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tracts (other than utility facilities, as provided below); (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tracts; (iii) dedicate other easements within the Easement Tracts; or (iv) change the grade over the Facilities constructed under the Easement Tracts. If Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns. Notwithstanding anything in this instrument to the contrary, Grantor reserves the right to construct or locate sidewalks and driveways (paved and unpaved) upon the surface of the Easement Tract and may construct utility facilities across the Easement Tract (as distinguished from along the length of the Easement Tract) and may grant easements for such utility facilities; provided, however, prior to commencement of construction of any such sidewalks, driveways or utility facilities, Grantor must obtain written approval of the construction plans therefor from Grantee, which consent will not be unreasonably withheld. Grantor agrees to coordinate any such construction and installation with Grantee to insure the integrity of Grantee's Facilities located within the Easement Tract. Any such sidewalks, driveways or utility

facilities shall not damage or otherwise unreasonably interfere with the Facilities or Grantee's use of the Easement Tract for the purposes set forth herein, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's sidewalks, driveways or utility facilities or the use and existence of such sidewalks, driveways or utility facilities. Grantor shall be responsible, at its sole cost, for maintaining all such sidewalks, driveways and utility facilities in good repair.

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

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

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

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

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

The individuals signing this instrument on behalf of Grantor and Grantee represent and warrant to the other that he/she has the requisite authority to bind Grantor and Grantee respectively.

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

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

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

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

[Signature pages follow this page.]

EXECUTED this _____ day of _____, 2017.

GRANTOR:

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____ of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____, and _____ of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A - Description and Sketch of 0.0083 Acre Easement Tract

Exhibit B - Description and Sketch of 0.2576 Acre Easement Tract

After recording, please return to:

Jeanette Harris

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

County: Fort Bend
Project: Briarwood Crossing School Site
M.S.G.: 171191-R1
Job Number: 3318-PL

**FIELD NOTES FOR 0.0083 ACRES OF LAND
20' STORM SEWER EASEMENT**

Being 0.0083 acres (361 square feet) of land located in the Angus J. James Survey, Abstract-37, Fort Bend County, Texas; said 0.0083 acre tract being a portion of a called 6.336 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017009048; said 0.0083 acre tract being more particularly described by metes and bounds as follows (bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone per GPS observations):

COMMENCING at a 5/8-inch iron with “Miller Survey Group” (MSG) cap found at the southwest corner of Restricted Reserve “D” of Briarwood Crossing Section 4, a subdivision of record in Plat No. 20140265, Fort Bend County Plat Records (F.B.C.P.R.), being the north corner of the west terminus line of Briarwood Crossing Drive (eight-foot wide per Plat No. 20140265 of the F.B.C.P.R.), and being the northeast corner of a called 2.800 acre Temporary Access Easement for the benefit of Fort Bend County Municipal Utility District No. 5, under F.B.C.C.F. No. 2017019799, at the beginning of a curve to the left;

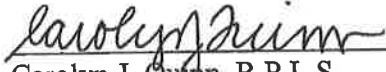
THENCE, with common lines of said 6.336 acre tract and said 2.800 acre tract the following four (4) courses:

1. 115.20 feet along the arc of said curve to the left, having a radius of 890.00 feet, a central angle of 07 degrees 24 minutes 59 seconds, and a chord that bears South 72 degrees 24 minutes 05 seconds West, a distance of 115.12 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
2. South 68 degrees 41 minutes 36 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the right;
3. 356.44 feet along the arc of said curve to the left, having a radius of 810.00 feet, a central angle of 25 degrees 12 minutes 46 seconds, and a chord that bears South 81 degrees 17 minutes 59 seconds West, a distance of 353.57 feet to a point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;
4. 20.00 feet continuing along the arc of said curve to the left, having a radius of 810.00 feet, a central angle of 01 degrees 24 minutes 53 seconds, and a chord that bears North 85 degrees 23 minutes 12 seconds West, a distance of 20.00 feet to a point for the southwest corner of the herein described tract;

THENCE, through and across said 6.336 acre tract the following three (3) courses:

1. North 04 degrees 36 minutes 48 seconds East, a distance of 18.00 feet to an angle point for the northwest corner of the herein described tract;
2. South 85 degrees 23 minutes 12 seconds East, a distance of 20.00 feet to an angle point for the northeast corner of the herein described tract;
3. South 04 degrees 36 minutes 48 seconds West, a distance of 18.00 feet, to the **POINT OF BEGINNING**, and containing 0.0083 acres of land.

An exhibit of the herein described tract was prepared in conjunction with and accompanies this description.



Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



Miller Survey Group

Texas firm registration No. 10047100

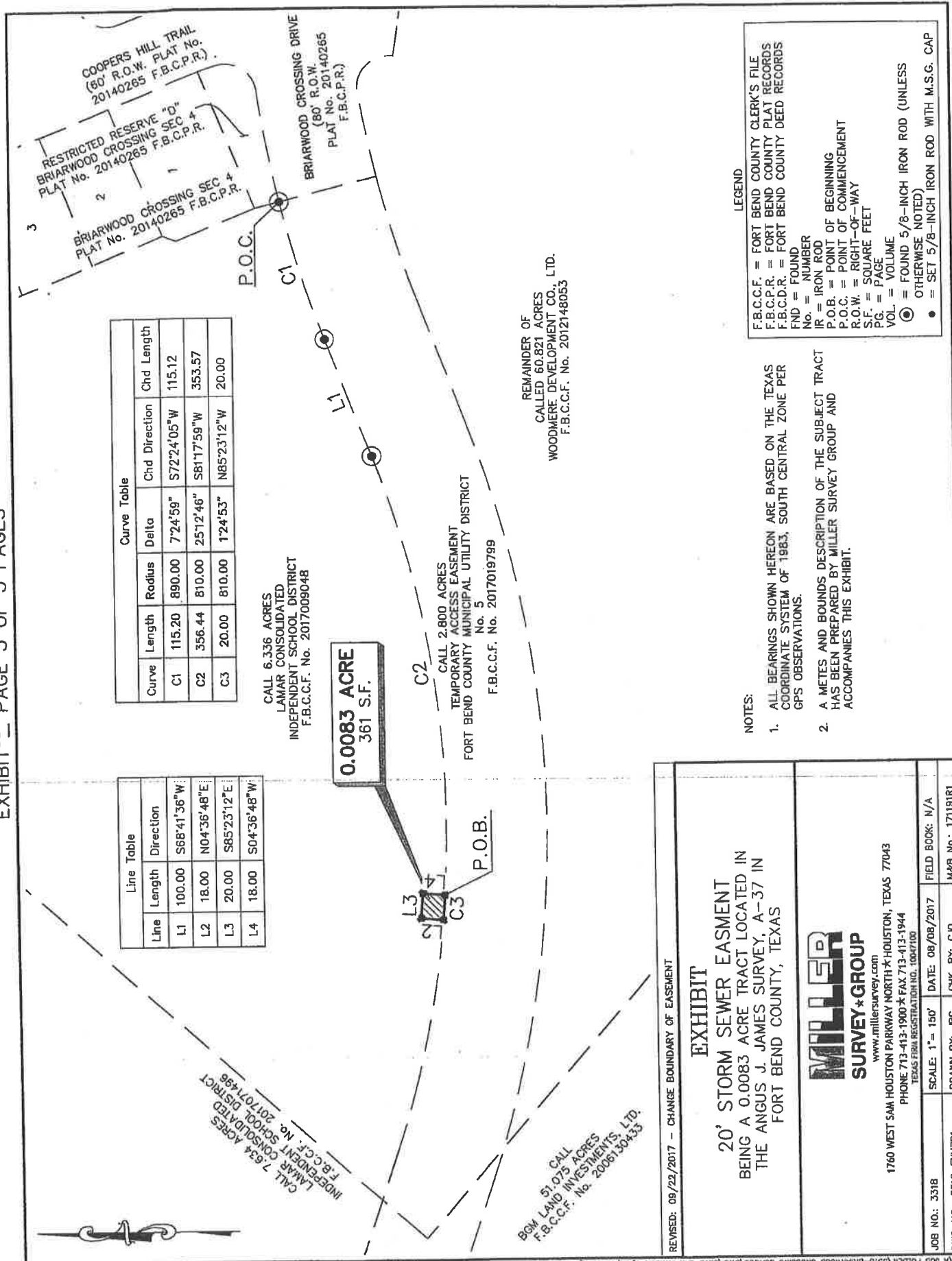
Ph. (713) 413-1900

Date: August 9, 2017

Revised: September 22, 2017

DWG. 3318-EXH 7R1

EXHIBIT_A PAGE 3 OF 3 PAGES



Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	115.20	890.00	7°24'59"	S72°24'05"W	115.12
C2	356.44	810.00	25°12'46"	S81°17'59"W	353.57
C3	20.00	810.00	1°24'53"	N85°23'12"W	20.00

Line Table	
Line	Direction
L1	S88°41'36"W
L2	N04°36'48"E
L3	S85°23'12"E
L4	S04°36'48"W

CALL 6.336 ACRES
LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
F.B.C.C.F. No. 2017009048

0.0083 ACRE
361 S.F.

CALL 2.800 ACRES
TEMPORARY ACCESS EASEMENT
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
No. 5
F.B.C.C.F. No. 2017019799

REMAINDER OF
CALLED 60.821 ACRES
WOODMERE DEVELOPMENT CO., LTD.
F.B.C.C.F. No. 2012148053

LEGEND
 F.B.C.C.F. = FORT BEND COUNTY CLERK'S FILE
 F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
 F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
 FND = FOUND
 No. = NUMBER
 IR = IRON ROD
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R.O.W. = RIGHT-OF-WAY
 S.F. = SQUARE FEET
 PG. = PAGE
 VOL. = VOLUME
 (●) = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
 (●) = SET 5/8-INCH IRON ROD WITH M.S.G. CAP

- NOTES:**
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
 - A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

REVISED: 08/22/2017 - CHANGE BOUNDARY OF EASEMENT

EXHIBIT
 20' STORM SEWER EASEMENT
 BEING A 0.0083 ACRE TRACT LOCATED IN
 THE ANGUS J. JAMES SURVEY, A-37 IN
 FORT BEND COUNTY, TEXAS

MILLER SURVEY GROUP
 www.millersurvey.com
 1760 WEST SAM HOUSTON PARKWAY NORTH * HOUSTON, TEXAS 77043
 PHONE 713-413-1900 * FAX 713-413-1944
 TEXAS FBMA REGISTRATION NO. 10047100

JOB NO.: 3318	SCALE: 1" = 150'	DATE: 08/09/2017	FIELD BOOK: N/A
DWG. NO.: 3318-EXH7R1	DRAWN BY: JRC	CHK. BY: C.Q	IM&B No.: 171191R1

County: Fort Bend
Project: Briarwood Crossing School Site
M.S.G.: 171188
Job Number: 3318-PL

**FIELD NOTES FOR 0.2576 ACRES OF LAND
STORM SEWER EASEMENT**

Being 0.2576 acres (11,223 square feet) of land located in the Angus J. James Survey, Abstract-37, Fort Bend County, Texas; said 0.2576 acre tract being a portion of a called 7.634 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017071496; said 0.2576 acre tract being more particularly described by metes and bounds as follows (bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone per GPS observations):

COMMENCING at a 5/8-inch iron with “Miller Survey Group” (MSG) cap found at the northwest corner of a called 0.343 acre tract recorded in the name of Lamar Consolidated Independent School District, under F.B.C.C.F. No. 2017071495, located on the south line of a called 1.066 acre tract recorded in the name of Woodmere Development Co. Ltd., under F.B.C.C.F. No. 2017054162 and the north corner of said 7.634 acre tract, at the beginning of curve to the right;

THENCE, with the lines common to said 7.634 acre tract and said 1.066 acre tract the following three (3) courses:

1. 90.98 feet along the arc of said curve to the right, having a radius of 330.00 feet, a central angle of 15 degrees 47 minutes 46 seconds, and a chord that bears South 75 degrees 52 minutes 09 seconds West, a distance of 90.69 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
2. South 83 degrees 46 minutes 02 seconds West, a distance of 152.98 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the left;
3. 30.03 feet along the arc of said curve to the left, having a radius of 460.00 feet, a central angle of 03 degrees 44 minutes 26 seconds, and a chord that bears South 81 degrees 53 minutes 49 seconds West, a distance of 30.03 feet to the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, through and across said 7.634 acre tract the following nine (9) courses:

1. South 09 degrees 58 minutes 24 seconds East, a distance of 10.00 feet to a point at the beginning of a non-tangent curve to the left;
2. 202.01 along the arc of the curve to the left, having a radius of 450.00 feet, a central angle of 25 degrees 43 minutes 17 seconds, and a chord that bears South 67 degrees 09 minutes 58 seconds West, a distance of 200.32 to an angle point;

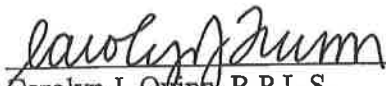
3. South 35 degrees 41 minutes 41 seconds East, a distance of 5.00 feet to a point at the beginning of a non-tangent curve to the left;
4. 354.28 feet along the arc of said curve to the left, having a radius of 445.00 feet, a central angle of 45 degrees 36 minutes 55 seconds, and a chord that bears South 31 degrees 29 minutes 52 seconds West, a distance of 345.00 feet to a point of tangency;
5. South 08 degrees 41 minutes 24 seconds West, a distance of 120.18 feet to a point at the beginning of a curve to the right;
6. 94.80 feet along the arc of said curve to the right, having a radius of 545.00 feet, a central angle of 09 degrees 57 minutes 58 seconds, and a chord that bears South 13 degrees 40 minutes 23 seconds West, a distance of 94.68 feet to a point of tangency;
7. South 18 degrees 39 minutes 22 seconds West, a distance of 2.76 to a point at the beginning of a curve to the left;
8. 23.56 feet along the arc of said curve to the left, having a radius of 15.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord that bears South 26 degrees 20 minutes 38 seconds East, a distance of 21.21 feet to an angle point;
9. South 18 degrees 39 minutes 22 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod with M.S.G. cap found for the beginning of a non-tangent curve to the right, located on the southerly north line of a called 1.263 acre tract, recorded in the name of Woodmere Development Co. Ltd., under F.B.C.C.F. No. 2017054162;

THENCE, with the lines common to said 1.263 acre tract, said 1.066 acre tract and said 7.634 acre tract, the following five (5) courses:

1. 47.12 feet along the arc of said curve to the right, having a radius of 30.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and chord bearing North 26 degrees 20 minutes 38 seconds West, a distance of 42.43 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;
2. North 18 degrees 39 minutes 22 seconds East, a distance of 2.76 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of curve to the left;
3. 92.19 feet along the arc of said curve to the left, having a radius of 530.00 feet, a central angle of 09 degrees 57 minutes 58 seconds, and a chord bearing North 13 degrees 40 minutes 23 seconds East, a distance of 92.07 feet to a 5/8-inch iron rod with M.S.G. cap found for a point of tangency;

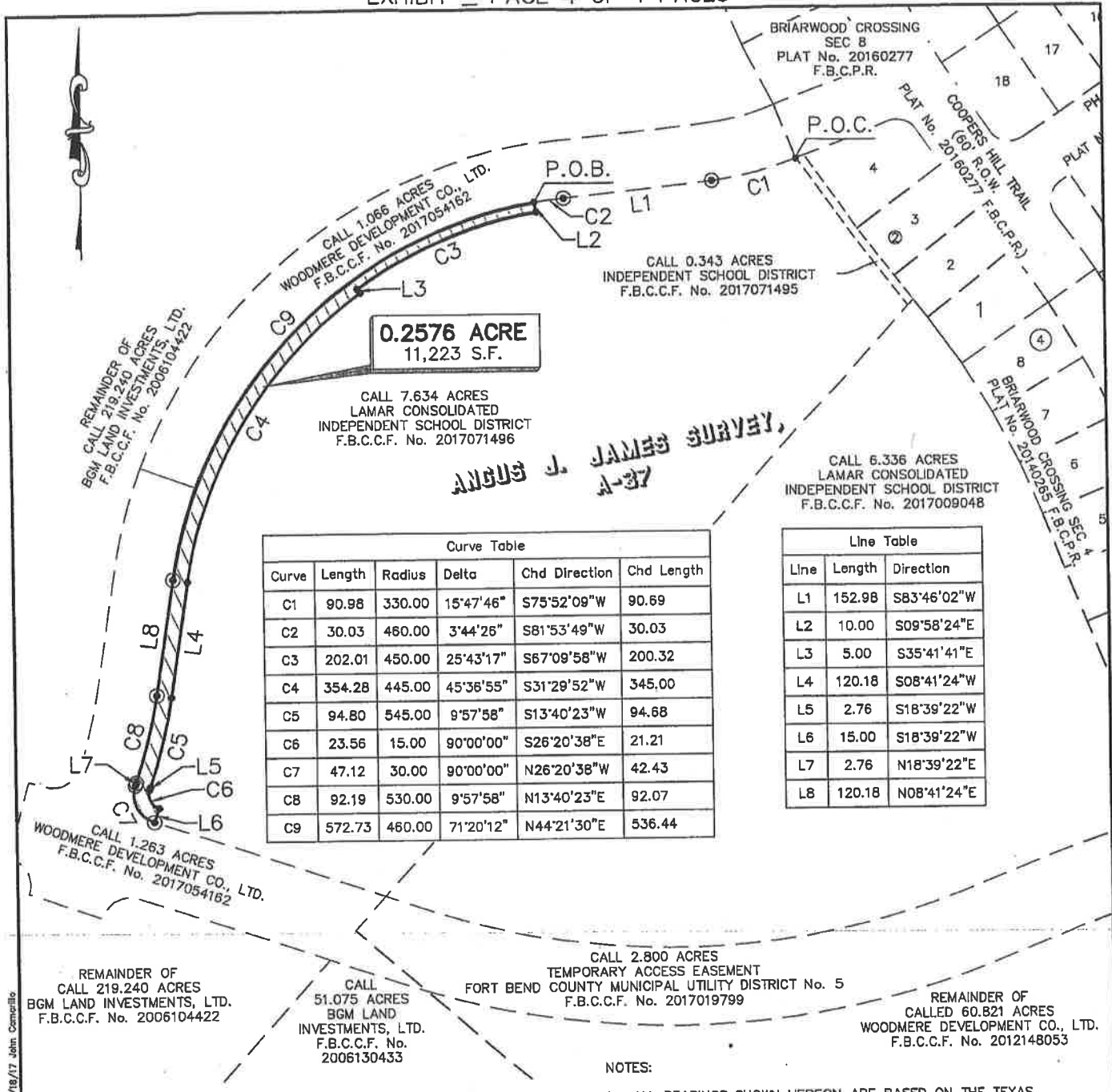
4. North 08 degrees 41 minutes 24 seconds East, a distance of 120.18 feet to a 5/8-inch iron rod with M.S.G. cap found at the beginning of a curve to the right;
5. 572.73 feet along the arc of said curve to the right, having a radius of 460.00 feet, a central angle of 71 degrees 20 minutes 12 seconds, and a chord that bears North 44 degrees 21 minutes 30 seconds East, a distance of 536.44 feet, to the **POINT OF BEGINNING**, and containing 0.2576 acres of land.

An exhibit of the herein described tract was prepared in conjunction with and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



Miller Survey Group
Texas firm registration No. 10047100
Ph. (713) 413-1900
Date: August 9, 2017
DWG. 3318-EXH 4



0.2576 ACRE
11,223 S.F.

ANGUS J. JAMES SURVEY,
A-37

Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	90.98	330.00	15°47'46"	S75°52'09"W	90.69
C2	30.03	460.00	3°44'26"	S81°53'49"W	30.03
C3	202.01	450.00	25°43'17"	S67°09'58"W	200.32
C4	354.28	445.00	45°36'55"	S31°29'52"W	345.00
C5	94.80	545.00	9°57'58"	S13°40'23"W	94.68
C6	23.56	15.00	90°00'00"	S26°20'38"E	21.21
C7	47.12	30.00	90°00'00"	N26°20'38"W	42.43
C8	92.19	530.00	9°57'58"	N13°40'23"E	92.07
C9	572.73	460.00	71°20'12"	N44°21'30"E	536.44

Line Table		
Line	Length	Direction
L1	152.98	S83°46'02"W
L2	10.00	S09°58'24"E
L3	5.00	S35°41'41"E
L4	120.18	S08°41'24"W
L5	2.76	S18°39'22"W
L6	15.00	S18°39'22"W
L7	2.76	N18°39'22"E
L8	120.18	N08°41'24"E

CALL 1.263 ACRES
WOODMERE DEVELOPMENT CO., LTD.
F.B.C.C.F. No. 2017054162

REMAINDER OF
CALL 219.240 ACRES
BGM LAND INVESTMENTS, LTD.
F.B.C.C.F. No. 2006104422

CALL
51.075 ACRES
BGM LAND
INVESTMENTS, LTD.
F.B.C.C.F. No.
2006130433

CALL 2.800 ACRES
TEMPORARY ACCESS EASEMENT
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT No. 5
F.B.C.C.F. No. 2017019799

REMAINDER OF
CALLED 60.821 ACRES
WOODMERE DEVELOPMENT CO., LTD.
F.B.C.C.F. No. 2012148053

NOTES:

- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
- A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

LEGEND

- F.B.C.C.F. = FORT BEND COUNTY CLERK'S FILE
- F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
- F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
- FND = FOUND
- No. = NUMBER
- IR = IRON ROD
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- PG. = PAGE
- VOL. = VOLUME
- ⊙ = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- = SET 5/8-INCH IRON ROD WITH M.S.G. CAP

REVISED:

EXHIBIT

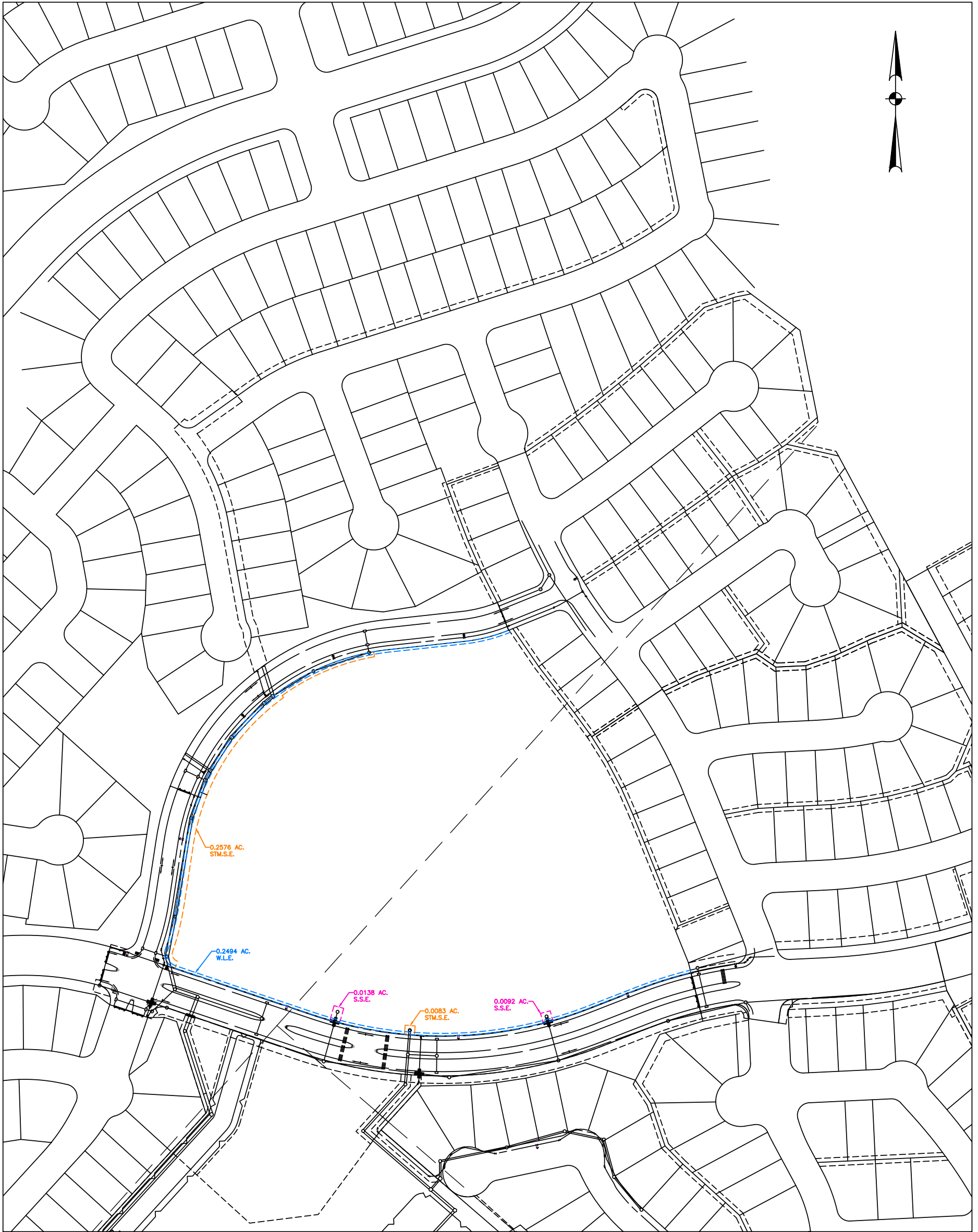
STORM SEWER EASEMENT
BEING A 0.2576 ACRE TRACT LOCATED IN
THE ANGUS J. JAMES SURVEY, A-37 IN
FORT BEND COUNTY, TEXAS

MILLER
SURVEY*GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH * HOUSTON, TEXAS 77043
PHONE 713-413-1900 * FAX 713-413-1944
TEXAS FIRM REGISTRATION NO. 10047100

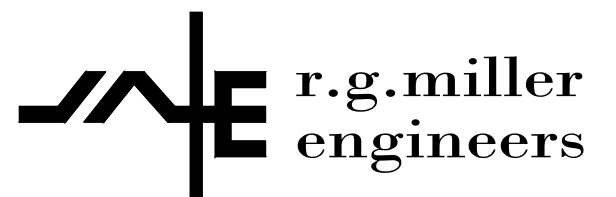
JOB NO.: 3318	SCALE: 1" = 150'	DATE: 08/08/2017	FIELD BOOK: N/A
DWG. NO.: 3318-EXH4	DRAWN BY: JRC	CHK. BY: CJQ	M&B No.: 171188

H:\A JOB FOLDER\3318-BRIARWOOD CROSSING SCHOOL\DWG\3318-EXH 4.DWG 8/18/17 John Conerly

L:\3260_FBCMUD_5\BRIARWOOD_CROSSING\3371.902_BRIARWOOD_CROSSING-LEARNING TREE_LN_EXT\CAD\EXHIBITS\BWC-LTL_LAMAR ESMTS.DWG Oct. 16, 2017 -5:02 PM CHELSEA FLORACK



BRIARWOOD CROSSING/LEARNING TREE LANE
LAMAR EASEMENTS



16340 Park Ten Place
Suite 350
Houston, Texas 77084
(713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487
DATE: OCTOBER 2017 SCALE: 1"=200'

**CONSIDER APPROVAL OF AWARD
FOR DISTRICT-WIDE ACCESS CONTROLS**

RECOMMENDATION:

That the Board of Trustees approve Micro Integration & Programming Solutions, Inc. for the district-wide access controls in the amount of \$495,054 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Cost proposals were solicited from two contractors under the cooperative purchasing agreements method of procurement for the district-wide access controls. Two proposals were received on October 31, 2017. Micro Integration & Programming Solutions, Inc. submitted a proposal that meets the scope of work requested.

The base cost proposal includes all exterior doors as planned and is within the current project budget funded from 2011 available bond funds.

Micro Integration & Programming Solutions, Inc. has a current contract #13/068DG-28 with Choice Partners Cooperative.

On June 13, 2017, the Board approved the procurement method for cooperative purchasing agreement method to be used for the procurement of the district-wide access controls.

PROGRAM DESCRIPTION:

Access controls are planned for selected exterior doors at each school.

Upon approval, contracts will be prepared for execution and Micro Integration & Programming Solutions, Inc. will begin work on the district-wide access controls.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

District Wide Access Controls

Bid Tabulation Form

Request for Quote

Opening Date: Tuesday, October 31, 2017 2:00 PM

Contractor	Stanley (Power over Ethernet)	Micro Integration (Power over Ethernet)	Stanley (Dedicated Power)	Micro Integration (Dedicated Power)
Bid Bond Requirement	yes	yes	yes	yes
Signed Forms Requirement	yes	yes	yes	yes
Base Bid				
Base Bid - Infinias Software	No Bid	No Bid	\$686,416.54	No Bid
Base Bid - Open Options Software	No Bid	\$495,054.00	No Bid	\$674,071.00
Base Bid - RS2 Software	\$619,610.00	\$551,344.00	No Bid	\$767,563.00
		Award - Open Options		

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE WATER PLANT
UPGRADES AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the water plant upgrades at Foster High School in the total amount of \$15,620 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the construction of the water plant upgrades at Foster High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



November 7, 2017

Lamar Consolidated School District
Attn: Mr. Kevin McKeever
3911 Avenue I
Rosenberg, TX 77471

Phone:[281] 341 3122
Email:mckeever@lcsd.org

Subject: Proposal for Construction Materials Testing Services
Foster High School Water Plant Upgrades
4400 FM 723 Road, Richmond, TX 77406
Terracon Proposal P92171523

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that Terracon has been selected for this project based solely on qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 4400 FM 723 Road in Richmond, Texas. The project involves the construction of new 10,000 gallon water tank, 1,000 gallon hydropneumatic tank and water well. The 10,000-gallon tank foundation will consist of 12 inch wide, 60 inch deep ringwall. The slabs at grade will be supported on 48 inches of select fill. The superstructure will consist of galvanized steel storage tank. Terracon also understands the project will include new pump equipment installed in existing buildings, site utilities and rigid concrete pavement design.

If blended or mixed soils are intended for use to construct the pad and slab areas, Terracon should be contacted to provide additional recommendations. Blended or mixed soils do not occur naturally. These soils are a blend of sand and clay and will require mechanical mixing with a pulver-mixer at the site. If these soils are not mixed thoroughly to break down the clay clods and blend-in the sand to produce a uniform soil matrix, the fill material may be detrimental to the slab performance. If blended soils are used, we recommend that additional samples of the blended soils, as well as the clay clods, be obtained prior to and during earthwork operations to evaluate

Proposal for Construction Materials Testing Services

Foster High School Water Plant Upgrades

4400 FM 723 Road, Richmond, TX 77406

November 7, 2017 ■ Terracon Proposal No. P92171523



if the blended soils can be used in lieu of select fill. The actual type and amount of mechanical mixing at the site will depend on the amount of clay and sand, and properties of the clay.

Terracon was provided with the following construction documents for preparation of this proposal:

- Civil Plans dated August 22, 2017 prepared by KCI Technologies, Inc.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

Earthwork:

1. Sample tank pad subgrade, select fill, trench back fill, cement stabilized sand, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558), and if required by the project specifications.
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 5000 square feet of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.

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Foster High School Water Plant Upgrades

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6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the tank subgrade, select fill, trench backfill with proper trench safety is provided by the contractor, cement stabilized sand and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. For shallow footings, obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
2. Observe the shallow footing excavations. Record dimensions and the number, size and length of reinforcing bars used in footings.
3. The reinforcing steel and anchor bolts used in footing columns will be observed and the quantity and size of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.

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3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, one cylinder will be tested at 7 days, two cylinders will be tested at 28 days, and one cylinder will be tested at 56 days. When 4" x 8" cylinders are prepared, one cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be tested at 56 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Epoxy Anchorages:

Observe and document the installation of bolts, rebar, and/or threaded rods including grade, hole depth and diameter, cleanliness of hole, epoxy used, and embedment depth in accordance with contract drawings and the manufacturer's specifications and recommendations. **Terracon should be scheduled after the holes are drilled and cleaned but before the bolts are installed so that we can measure the depth, diameter and cleanliness of each hole.**

Project Management/ Administration:

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final test reports.

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested.

Proposal for Construction Materials Testing Services

Foster High School Water Plant Upgrades

4400 FM 723 Road, Richmond, TX 77406

November 7, 2017 ■ Terracon Proposal No. P92171523



The letter will list services we performed and if the results and/ or observations were in compliance with the project documents. A copy of our test reports will be available with the special inspection letter if requested.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Services:

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

Mechanically Stabilized Earth (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site.

The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

PROJECT STAFFING AND ADMINISTRATION

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$15,620**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an “as requested” basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice.

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own

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Foster High School Water Plant Upgrades

4400 FM 723 Road, Richmond, TX 77406

November 7, 2017 ■ Terracon Proposal No. P92171523



employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

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

Proposal for Construction Materials Testing Services
Foster High School Water Plant Upgrades
4400 FM 723 Road, Richmond, TX 77406
November 7, 2017 ■ Terracon Proposal No. P92171523



G) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

We appreciate the opportunity to provide this proposal and look forward to working with you and your team on this project.

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

A handwritten signature in black ink, appearing to read "Alex P. Brown", is positioned above the name and title of the signatory.

Alex P. Brown, E.I.
Project Manager
Materials Services

A handwritten signature in blue ink, appearing to read "Mark D. Wells", is positioned above the name and title of the signatory.

Mark D. Wells, P.E., PMP
Senior Engineer

Attachments:

- (1) Cost Estimate
- (2) Agreement For Services



COST ESTIMATE

Foster High School Water Plant Upgrades
 4400 FM 723 Road, Richmond, TX 77406
 Terracon Proposal P92171523

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK				
Estimate 4 trips at 8 hours each to test compaction of backfill for on-site utilities				
Estimate 4 trips at 4 hours to obtain select fill, subgrade samples and lime treated pavement subgrade				
Estimate 1 trip at 8 hours each to observe application of subgrade treatment				
Estimate 1 trip at 8 hours each to check treatment depth, gradation and compaction of lime treated pavement subgrade				
Estimate 4 trips at 10 hours each to test compaction of subgrade and select fill placement				
Field Representative, Regular Hours	96	hours	\$ 46.00	\$ 4,416.00
Field Representative, Over Time Hours	8	hours	\$ 69.00	\$ 552.00
Nuclear Density Gauge	9	trip	\$ 60.00	\$ 540.00
Lime Determination	1	each	\$ 300.00	\$ 300.00
Moisture Density Relationship	4	each	\$ 165.00	\$ 660.00
Atterberg Limits	3	each	\$ 65.00	\$ 195.00
Soil Verification Atterberg Limits	17	each	\$ 65.00	\$ 1,105.00
Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	14	trip	\$ 60.00	\$ 840.00
Subtotal, Earthwork				\$ 8,848.00
FOUNDATIONS				
Estimate 1 trip at 8 hours each to observe reinforcing steel and test concrete for tank ring wall				
Estimate 1 trips at 6 hours to observe reinforcing steel and test concrete for pipe supports				
Senior Field Representative, Regular Hours	14	hours	\$ 46.00	\$ 644.00
Senior Field Representative, Over Time Hours	0	hours	\$ 69.00	\$ -
Concrete Compressive Strength	8	each	\$ 16.00	\$ 128.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Sample Pickup (inclusive of labor and vehicle charge)	2	each	\$ 150.00	\$ 300.00
Subtotal, Foundations				\$ 1,192.00
CAST-IN-PLACE CONCRETE				
Estimate 1 trips at 8 hours each to observe reinforcing steel and test concrete for Hydropneumatic tank slab on grade				
Estimate 1 trip at 8 hours each to observe reinforcing steel and test concrete for water well slab on grade				
Estimate 1 trip at 8 hours each to observe reinforcing steel and test concrete for Booster Pump pad				
Estimate 2 trips at 8 hours each to observe reinforcing steel and test concrete for paving				
Field Representative, Regular Hours	40	hours	\$ 46.00	\$ 1,840.00
Field Representative, Over Time Hours	0	hours	\$ 69.00	\$ -
Concrete Compressive Strength	20	each	\$ 16.00	\$ 320.00
Vehicle Charge	5	each	\$ 60.00	\$ 300.00
Sample Pickup (inclusive of labor and vehicle charge)	5	each	\$ 150.00	\$ 750.00
Subtotal, Cast-in-Place Concrete				\$ 3,210.00
PROJECT MANAGEMENT				
Project Manager & Administration	18	hours	\$ 125.00	\$ 2,250.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Subtotal, Project Management & Administration				\$ 2,370.00
ESTIMATED COST				\$ 15,620.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Foster HS Water Plant Additions project ("Project"), as described in the Project Information section of Consultant's Proposal dated 11/03/2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **11/7/2017**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **James Steenberg, Board President**
Address: **3911 Avenue I Rosenberg, TX 77471**
Phone: **(713)482-0000**
Email: _____

**CONSIDER APPROVAL OF NEW APPRAISERS FOR
TEACHING STAFF, 2017-2018 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2017-2018 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers for the 2017-2018 school year.

Cara Becerra
Carsen Collins
Bethany Cunningham
Dana Sheridan
Jon Spiering

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF BACKUP INFRASTRUCTURE UPGRADE

RECOMMENDATION:

That the Board of Trustees approve the purchase of backup infrastructure hardware, installation and configuration services, and support in the amount of \$152,187.97 from FreeIT Data Solutions.

IMPACT/RATIONALE:

The district's backup infrastructure plays a critical part in our ability to recover from server/storage hardware failure, data corruption and security risks. As the district grows, so does the amount of data to be backed up. The current system is quickly running out of space.

PROGRAM DESCRIPTION:

This project will increase the space of our backup target in the Fulshear and Rosenberg datacenters. It will also reduce backup/recovery times and provide redundancy with replication between the two sites. FreeIT Data Solutions was selected to provide these products through a DIR contract. Two other solutions from Dell and UniqueDigital were also evaluated. Funds from the Technology portion of the 2014 bond dedicated to Server and Storage Upgrades will be used to fund this project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



Contract No: DIR-TSO-2716
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Lamar Consolidated ISD
 Jason Bright
 3911 Avenue I
 Rosenberg, TX 77471
 Ph: (281) 532-5077
 jbright@lacid.org

Quote Number: 72096725
Quote Date: 11/7/2017
Expiration Date: 12/7/2017

Freeit Data Solutions, Inc.
 1214 W. 6th St., Ste. 210
 Austin, TX 78703
 PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
 (512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Data Solutions Exgrid Storage Solutions - 5yr Support				
Hardware/ Software				
1	FDS-EX-96TB-DB	Disk Capacity: Raw:96 TB, Useable: 78 TB. 40 TB Full Backup. Includes 1 10 Gigabit Add on Card	\$53,915.84	\$53,915.84
1	FDS-EX-72TB-DB	Disk Capacity: Raw: 72 TB, Useable: 63 TB. 32 TB Full Backup. Includes 1 10 Gigabit Add on Card	\$44,035.51	\$44,035.51
Support				
1	FDS-5YR-MS-S	Five year 5 x 8 Customer Support and product Maintenance Support Period Duration: 60 Months	\$52,036.62	\$52,036.62
Services				
1	FDS-SMTRSRT	Freeit Smart Start Installation	\$2,200.00	\$2,200.00

List Total:	\$205,640.66
DIR Discounted Total:	\$174,794.56
Shipping and Tax not applicable:	\$0.00
Additional Discount:	(\$22,606.59)
Grand Total:	\$152,187.97

Customer Signature of Acceptance

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

INFORMATION ITEM: OPERATIONAL AUDIT

In November of 2016 the Board of Trustees approved a district-wide department process audit conducted by McConnell and Jones. The audit focused on the overall organization's governance, risk management, and management controls. The report presents the results of the process and it includes observations including recommendations for improvement and financial impacts. The audit team will present the findings and recommendations. A copy of the final draft of the audit will be provided at the meeting.

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: BOARD POLICIES -- FIRST READING

The following local policies are attached for review:

- Localized Policy Manual Update 108
- EFA (EXHIBIT A) Request for reconsideration of instructional materials
- EFA (EXHIBIT B) Reconsideration of instructional materials committee report
- FFA (LOCAL) Student Welfare: Wellness and Health Services

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

Resource Person: Dr. Thomas Randle, Superintendent

Localized Policy Manual Update 108

Lamar CISD

Remember: You can download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more on my.tasb.org under *Policy Service Resource Library: Local Manual Updates*.

Need help? Please call your policy consultant at 800-580-7529 or e-mail Policy.Service@TASB.org.

Overview

Update 108 contains recommended changes to local policies on topics including:

- Instructional resources and materials;
- Credit by examination with prior instruction;
- Graduation;
- Campus charters; and
- Community relations (advertising and fundraising).

Revisions to legal policies incorporate various administrative rules and include some updating and recoding of provisions in anticipation of changes from the 85th Legislative Session, which will be included in Update 109, scheduled for early fall.

Your Localized Update 108 packet also contains:

- **Explanatory Notes** describing the changes to each policy. Please note that, where appropriate, the Explanatory Notes ask you to verify that a particular policy reflects current district practice and to advise us of any changes needed so that our records and the district's policy manual accurately track the district's practice. Explanatory notes may also provide important information about policies not included in the update packet.
- **Vantage Points—A Board Member's Guide to Update 108**, which provides local officials a highly summarized first glance at the update. Please distribute the enclosed copies of *Vantage Points* to your board members with the review copies of the update.
- **Instructions** for incorporating this update into each of the district's Localized Policy Manuals after board adoption. Use the enclosed Instruction Sheet as a guide to which policies should be added, replaced, and removed from your manual.

Instruction Sheet

TASB Localized Policy Manual Update 108

District Lamar CISD

Code	Action To Be Taken	Note
AIA (LEGAL)	Replace policy	Revised policy
AIB (LEGAL)	Replace policy	Revised policy
AIC (LEGAL)	Replace policy	Revised policy
BBA (LEGAL)	Replace policy	Revised policy
BBB (EXHIBIT)	DELETE exhibit	See explanatory note
BBG (LEGAL)	Replace policy	Revised policy
BED (LEGAL)	Replace policy	Revised policy
BJCF (LEGAL)	Replace policy	Revised policy
BQ (LEGAL)	Replace policy	Revised policy
BQA (LEGAL)	Replace policy	Revised policy
BQB (LEGAL)	Replace policy	Revised policy
CH (LEGAL)	Replace policy	Revised policy
CJA (LEGAL)	Replace policy	Revised policy
COB (LEGAL)	Replace policy	Revised policy
CQA (LEGAL)	Replace policy	Revised policy
DBA (LEGAL)	Replace policy	Revised policy
DBAA (LEGAL)	Replace policy	Revised policy
DFF (LEGAL)	Replace policy	Revised policy
DHB (LEGAL)	Replace policy	Revised policy
DK (LEGAL)	Replace policy	Revised policy
DK (EXHIBIT)	Replace exhibit	Revised exhibit
E (LEGAL)	Replace table of contents	Revised table of contents
EF (LEGAL)	Replace policy	Revised policy
EF (LOCAL)	ADD policy	See explanatory note
EFA (LEGAL)	Replace policy	Revised policy
EFA (LOCAL)	DELETE policy	See explanatory note
EFAA (LEGAL)	DELETE policy	See explanatory note
EFAA (LOCAL)	DELETE policy	See explanatory note
EG (LOCAL)	DELETE policy	See explanatory note
EGA (LEGAL)	DELETE policy	See explanatory note
EHAC (LEGAL)	Replace policy	Revised policy
EHBJ (LEGAL)	ADD policy	See explanatory note

Instruction Sheet
TASB Localized Policy Manual Update 108

EHBL	(LEGAL)	Replace policy	Revised policy
EIF	(LOCAL)	Replace policy	Revised policy
EKBA	(LEGAL)	Replace policy	Revised policy
EL	(LOCAL)	Replace policy	Revised policy
FEA	(LEGAL)	Replace policy	Revised policy
FED	(LEGAL)	Replace policy	Revised policy
FFEA	(LEGAL)	Replace policy	Revised policy
FNCF	(LEGAL)	Replace policy	Revised policy
FNCF	(EXHIBIT)	DELETE exhibit	See explanatory note
FOC	(LEGAL)	Replace policy	Revised policy
FOC	(EXHIBIT)	DELETE exhibit	See explanatory note
G	(LEGAL)	Replace table of contents	Revised table of contents
GKB	(LOCAL)	Replace policy	Revised policy

OFFICER'S STATEMENT

"I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God."

Tex. Const. Art. XVI, Sec. 1(b)

OATH OF OFFICE

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of School Board Trustee for the _____ School District of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this state, so help me God."

Tex. Const. Art. XVI, Sec. 1(a)

OTHER ELECTION INFORMATION: For election forms, calendars, and other election resources, see the Secretary of State Elections Division Web site at <http://www.sos.state.tx.us/elections/laws/schoollaws.shtml>.

CURRENT

Lamar CISD
079901

ASSIGNMENT AND SCHEDULES

DK
(EXHIBIT)

STATE BOARD FOR EDUCATOR CERTIFICATION CRITERIA FOR ASSIGNMENT OF PUBLIC SCHOOL PERSONNEL

A public school employee must have the appropriate credentials for his or her current assignment unless the appropriate permit has been issued. The credentials appropriate to each assignment are set forth in the State Board for Educator Certification (SBEC) rules at 19 Administrative Code Chapter 231.

The following chart indicates where the credentialing requirements for various positions are located in the SBEC rules.

Category	Positions
Prekindergarten–Grade 6 Assignments. <i>19 TAC 231, Subch. B</i>	<ul style="list-style-type: none"> • Teachers
Grades 6–8 Assignments. <i>19 TAC 231, Subch. C</i>	<ul style="list-style-type: none"> • Teachers
Grades 6–12, Elective, Disciplinary, Local Credit, and Innovative Courses. <i>19 TAC 231, Subch. D</i>	<ul style="list-style-type: none"> • JROTC • Athletics, cheerleading, drill team, and marching band • DAEP • Advanced Placement and International Baccalaureate • Driver Education
Grades 9–12 Assignments. <i>19 TAC 231, Subch. E</i>	<ul style="list-style-type: none"> • Teachers
Special Education and Related Services Personnel. <i>19 TAC 231, Subch. F</i>	<ul style="list-style-type: none"> • Special Education Teachers • Teachers of Adaptive Physical Education • Full-time teachers of orthopedically impaired or other health impaired in a hospital class or home-based instruction • Teachers of students with visual impairments • Teachers of students with auditory impairments • Teachers of gifted and talented students • Special Education Counseling • Educational Diagnostician • Speech Therapy Services • Vocational Adjustment Counseling

DATE ISSUED: 12/19/2014
UPDATE 101
DK(EXHIBIT)-P

1 of 2

ASSIGNMENT AND SCHEDULES

DK
(EXHIBIT)

Category	Positions
Paraprofessional Personnel. <i>19 TAC 231.641</i>	<ul style="list-style-type: none">• Educational Aides
Administrators and Other Instructional and Professional Support Personnel. <i>19 TAC 231.643</i>	<ul style="list-style-type: none">• Superintendent• Principal• Assistant Principal• School Counselor• Librarian• Athletic Director
Licensed Professional Support Personnel. <i>19 TAC 231.645</i>	<ul style="list-style-type: none">• Associate School Psychologist• Audiologist• Licensed Professional Counselor• Marriage and Family Therapist• Nurse• Occupational Therapist• Physical Therapist• Physician• School Psychologist• Social Worker• Speech Language Pathologist

**State Board for Educator Certification
Criteria for Assignment of Public School Personnel**

A public school employee must have the appropriate credentials for his or her current assignment unless the appropriate permit has been issued. The credentials appropriate to each assignment are set forth in the State Board for Educator Certification (SBEC) rules at 19 Administrative Code Chapter 231.

The following sections indicate where the credentialing requirements for various positions are located in the SBEC rules.

Teachers in general

Grade Level	SBEC Rule
Prekindergarten–Grade 6	19 TAC 231, Subchapter B
Grades 6–8	19 TAC 231, Subchapter C
Grades 9–12	19 TAC 231, Subchapter E

Teachers of elective, disciplinary, local credit, and innovative courses for grades 6–12

The following positions and assignments are addressed at 19 Administrative Code 231, Subchapter D.

- ROTC
- Athletics, cheerleading, drill team, and marching band
- Disciplinary alternative education programs
- Innovative course
- Local credit course
- Advanced Placement and International Baccalaureate courses
- Driver education

Teachers of special education and related services personnel

The following positions and assignments are addressed at 19 Administrative Code 231, Subchapter F.

- Special education teacher
- Teacher of adaptive physical education
- Full-time teacher of orthopedically impaired or other health impaired in a hospital class or home-based instruction
- Teacher of students with visual impairments

ASSIGNMENT AND SCHEDULES

DK
(EXHIBIT)

- Teacher of students with auditory impairments
- Teacher of gifted and talented students
- Special education counseling services
- Educational diagnostician
- Speech therapy services
- Vocational adjustment coordinator

Paraprofessional personnel

Educational aides are addressed at 19 Administrative Code 231.641.

Administrators and other instructional and professional support personnel

The following positions are addressed at 19 Administrative Code 231.643.

- Superintendent
- Principal
- Assistant principal
- School counselor
- Librarian
- Athletic director

Licensed professional support personnel

The following positions are addressed at 19 Administrative Code 231.645.

- Associate school psychologist
- Audiologist
- Licensed professional counselor
- Marriage and family therapist
- Nurse
- Occupational therapist
- Physical therapist
- Physician
- School psychologist
- Social worker
- Speech language pathologist

Note: For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

OBJECTIVES

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

In this policy, "instructional resources" may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District's educational program.

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

SELECTION CRITERIA

In the selection of instructional resources, professional staff shall ensure that the resources:

1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

2. Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
3. Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.
4. Are designed to help students gain an awareness of our pluralistic society.
5. Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.
6. For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.

Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.

CONTROVERSIAL
ISSUES

District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

CHALLENGED
RESOURCES

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

INFORMAL
RECONSIDERATION

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.
2. The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.
3. If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.
4. If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.

FORMAL
RECONSIDERATION

A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

APPEAL

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]

GUIDING PRINCIPLES

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.
3. Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.

DELETE

Lamar CISD
079901

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although trained professional staff are afforded the freedom to select instructional resources for their use in accordance with this policy and the state-mandated curriculum, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

OBJECTIVES

In this policy, "instructional resources" refers to textbooks, library acquisitions, supplemental materials for classroom use, and any other instructional materials, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to deliver, support, enrich, and assist in implementing the District's educational program. [See EFAA for the selection and adoption process of state-adopted instructional materials.]

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Reflect best practices that are, when possible, founded on a solid research base.
2. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
3. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
5. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
6. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

SELECTION CRITERIA

In the selection of instructional resources, especially library acquisitions and supplemental materials for classroom use, professional staff shall ensure that materials:

1. Reflect best practices that are, when possible, founded on a solid research base.

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INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

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2. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.
3. Meet high standards in presentation, format, readability, content, accuracy, artistic or literary quality, and educational significance.
4. Are appropriate for the subject and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.
5. Are designed to provide information that will motivate students to examine their own attitudes and behavior, to understand their rights, duties, and responsibilities as citizens, and to make informed judgments in their daily lives.

Recommendations for library acquisitions shall involve administrators, teachers, other District personnel, and community representatives, as appropriate. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected accordingly.

Selection of materials is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of materials still of educational value.

CONTROVERSIAL
ISSUES

The selection of library acquisitions on controversial issues shall endeavor to maintain a balanced collection representing various views. Library materials shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

CHALLENGED
MATERIALS

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

INFORMAL
RECONSIDERATION

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned material.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

2. The principal or designee shall explain the role the questioned material plays in the educational program, its intended educational usefulness, and any additional information regarding its use.
3. If appropriate, the principal or designee may offer a concerned parent other instructional material to be used by that parent's child in place of the challenged material.

FORMAL
RECONSIDERATION

When a person requests formal reconsideration of an instructional resource, the following procedures shall be followed:

1. If the complainant wishes to make a formal challenge, the principal shall hand deliver or mail a copy of this policy and a Request for Reconsideration of Instructional Materials form [see EFA(EXHIBIT)] to the complainant.
2. All formal objections to instructional resources shall be made on the Request for Reconsideration of Instructional Materials form. The form shall be completed and signed by the complainant and filed with the principal or designee.
3. Upon receipt of the request, the principal shall appoint a campus-level reconsideration committee which shall include at least one member of the instructional staff who either has experience teaching the challenged material or is familiar with the challenged material. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and others deemed appropriate by the principal.
4. All members of the committee shall review the challenged material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy. The complainant may address the committee regarding the challenged material.
5. The committee shall prepare a written report. Copies of the report shall be provided to the principal, the Superintendent or designee, and the complainant.
6. The principal shall inform the complainant of the decision of the campus-level reconsideration committee in writing. If the recommendation of the committee is to remove the instructional resource, the principal shall also inform the appropriate central office administrator of the action to be taken.

APPEAL

The complainant may appeal the decision of the campus-level reconsideration committee in accordance with the following:

1. An appeal shall be made to the appropriate central office administrator by filing a written request within seven days of receiving the decision of the campus-level reconsideration committee. The appeal shall contain documentation of the informal reconsideration process, if any, the Request for Reconsideration of Instructional Materials form, the campus-level reconsideration committee's report, and dates of conferences with the principal or designee.
2. The appropriate central office administrator shall appoint a District-level reconsideration committee. The District-level reconsideration committee shall meet within 15 business days. The complainant may address the committee regarding the challenged material.
3. The committee shall respond within seven business days after a decision is made.
4. The complainant may appeal any decision of the District-level reconsideration committee to the Board by filing a written request with the Superintendent within seven business days of the District-level reconsideration committee's decision. The request for a Board hearing shall contain a copy of the original complaint, the campus-level committee's report and a copy of the District-level committee's decision.
5. The Superintendent shall review these records and submit them to the Board for its consideration along with any administrative recommendation. The board shall hear the complaint within 30 business days after the written request is filed with the Superintendent. The complainant may address the Board regarding the challenged material. The Board shall communicate its decision at any time up to and including the next regularly scheduled Board meeting.

GUIDING
PRINCIPLES

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.
2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own children.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
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3. When instructional resources are challenged, the principles of the freedom to read, listen, and view must be defended as well.
4. Access to challenged material shall not be restricted during the reconsideration process.

The major criterion for the final decision on challenged materials is the appropriateness of the material for its intended educational use. No challenged library material shall be removed solely because of the ideas expressed therein.

DELETE

INSTRUCTIONAL MATERIALS SELECTION AND ADOPTION

EFAA
(LOCAL)

Note: For provisions regarding inventory and requisition of instructional materials, see CMD.

INSTRUCTIONAL MATERIALS ALLOTMENT TEAM

The District shall establish a team, as needed, to select instructional materials and technological equipment to be purchased with the District's instructional materials allotment. The team shall make selections based upon District instructional needs and in accordance with administrative regulations.

CERTIFICATION OF INSTRUCTIONAL MATERIALS

The instructional materials allotment team shall ensure that selected materials, in combination with any other materials in use by the District, allow the District to certify that all students are provided with instructional materials that cover the essential knowledge and skills, as required by law. [See EFAA(LEGAL)]

BOARD ACTION

The Board shall approve final selections and ratify the District's certification of instructional materials. Final selections shall be recorded in Board minutes.

DELETE

Lamar CISD
079901

CURRICULUM DEVELOPMENT

EG
(LOCAL)

CURRICULUM PHILOSOPHY AND DEVELOPMENT

PURPOSE

The Board recognizes the need for and value of a systematic, on-going program of curriculum development, review, and evaluation. The design and implementation of the curriculum will be consistent with the Board's adopted mission and applicable goals, state laws, and State Board of Education rules. This curriculum component will be an integral part of the District's long-range planning process. The Board deems it essential that the school system continually develop and modify its curriculum to provide a common direction of action for all instruction in the District and to meet changing needs. While instructional differentiation is expected to occur to address the unique needs of specific students, instruction shall be derived from a set of curriculum learnings common to all students. There will be equitable access to the curriculum for all students.

The purpose of education is primarily imparting knowledge, skills, processes, and attitudes necessary for the student to successfully function in society, to lead a productive and effective life, to be a life-long learner, and to be a good citizen for Texas and beyond. The District recognizes the importance of ensuring that all children have access to a quality education that enables them to achieve their full potential. In order to ensure quality control of the curriculum and to be responsive to the school, community, and state requirements, the Board sets forth this policy to be followed by the Superintendent and professional staff.

A curriculum management plan shall be designed and implemented to carry out this policy.

DEFINITION

Incorporating state curriculum rules, curriculum development, implementation, and evaluation shall include the following aligned components: the written District curriculum, the taught curriculum as presented to students by teachers, and the assessed/tested curriculum as determined by student performance.

WRITTEN CURRICULUM

The District expects that learning will be enhanced by adherence to a curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from school to school. The curriculum should reflect research-based best practices, the desires of the residents and taxpayers of the District, state laws, and the State Board rules. The curriculum shall be designed to provide teachers and students with the District's expectations of what students must learn. Teachers are expected to follow the curriculum of the District.

The Superintendent or designee shall cause a relevant and challenging curriculum to be developed that prompts achievement of the graduate profile, which shall guide teachers and the professional staff in all curriculum areas of the District.

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The Board shall adopt academic standards that outline the objectives that students are expected to master.

Teachers shall have access to the curriculum using the objectives to develop daily lesson plans. Administrators shall work with the teachers to maintain consistency between the written curriculum and the objectives taught in the classroom. The curriculum shall be developed for all grade levels, courses, and/or subjects in the District. The curriculum shall contain, at a minimum, the following aligned components:

1. Academic standards including knowledge, skills/objectives, and expectations based on but not limited to state curriculum frameworks, state-testing programs, and national standards;
2. Instructional strategies and research-based practices;
3. Assessments; and
4. Instructional resources.

TAUGHT CURRICULUM

The District has several expectations of the teaching process. Teachers have a right to expect that their teaching efforts are part of a broad plan of quality education. There must be assurance that teachers and their colleagues are working toward a common goal. All faculty members have a responsibility to teach to the curriculum objectives. Teachers are required to use the District curriculum as their primary source of instructional direction. The principal shall ensure that optimum use is made of available curriculum materials and instructional time.

In addition to consistent delivery of the objectives in the curriculum, instructional delivery shall be based on sound teaching principles grounded in research. Instructional supervision efforts shall focus on these sound teaching principles.

Staff development on research-based approaches to teaching shall be provided for teachers so that they may be as effective as possible.

A systematic process shall be in place for planning and providing instruction appropriate for each student and for engaging the student until objectives are attained. This systematic process shall include:

1. Establishing a school climate that is conducive to learning,
2. Implementing research-based best practices/strategies to teach the curriculum,

3. Matching teaching strategies to the instructional needs of students,
4. Expecting that all students will perform at high levels of learning,
5. Ensuring that all students experience opportunities for success,
6. Setting expectations based on achievement of successful schools with comparable demographics,
7. Having staff members, students, and parents take responsibility for learning,
8. Analyzing the content of objectives so that instructional strategies match content and assessment,
9. Assessing student learning,
10. Varying the time for learning according to the needs of students and the complexity of the task,
11. Teaching objectives and providing adequate practice time and multiple opportunities for learning and success,
12. For those who attain mastery, progressing to the next objective or offering extension or enrichment, and
13. For those who do not attain mastery, providing correctives and/or using different strategies until mastery is attained.

A District staff development plan shall be developed and implemented to prepare staff to teach the designated curriculum.

ASSESSED / TESTED
CURRICULUM

A systematic process shall be in place for assessing/testing student performance. This process shall provide for the acquisition, analysis, and communication of student performance data to:

1. Measure student progress,
2. Guide teachers' instruction at appropriate levels,
3. Guide student learning,
4. Guide District/campus improvement of curriculum alignment and programmatic decisions,
5. Communicate progress to parents to support learning, and
6. Determine staff development needs in content, instructional strategies, and assessment.

The "tested" curriculum shall include the following components:

CURRICULUM DEVELOPMENT

EG
(LOCAL)

1. State-level assessments as required,
2. District-developed assessments for grade levels and courses,
3. Nationally normed achievement tests as appropriate, and
4. A program evaluation component that guides curriculum re-design and instructional planning.

BOARD
RESPONSIBILITIES

The Board shall establish policies that provide:

1. Ongoing curriculum development and evaluation that reflect research-based best practices,
2. The expectation for alignment of the written, taught, and tested curriculum,
3. Staff development to improve the instructional programs and assess increased student achievement, and
4. Direction that classroom instruction be tied to the beliefs, mission, and goals of the District.

The Board is responsible for adopting a budget that supports the development, implementation, and training needed to effectively deliver the curriculum.

SUPERINTENDENT
AND DISTRICT-LEVEL
STAFF
RESPONSIBILITIES

The Superintendent is responsible for the implementation of curriculum policies that are founded on a solid research base and reflect best practices. The Superintendent and appropriate District-level staff are responsible for setting curriculum guidelines and priorities and organizing/facilitating curriculum committees to develop and review the curriculum. Staff members provide local training and resources needed to implement the curriculum. Staff members provide support to principals in their role of implementing and monitoring the curriculum on their campuses. The curriculum administrator shall ensure that a master long-range plan is in place for District curriculum development/revisions.

PRINCIPAL
RESPONSIBILITIES

The building principal is the key to monitoring and implementing the curriculum. The principal must translate the importance of effective curriculum and instructional practices on a regular basis.

Principals shall manage the implementation of the aligned curriculum. Strategies for managing curriculum implementation include:

1. Understand the District curriculum philosophy and how it is reflected in the curriculum.
2. Support the need for research-based practice in the classroom and model those practices as an administrator.

3. Analyze student assessment data.
4. Observe teachers.
5. Interview and conference with individual teachers and/or teams.
6. Meet with campus/District instructional facilitators.
7. Provide campus-based training opportunities.
8. Provide opportunities for teachers to discuss and share ideas and strategies.
9. Communicate with parents so they can support learning of the curriculum.

TEACHER
RESPONSIBILITIES

Teachers shall teach the aligned written curriculum as directed. They shall be responsible for assessing student mastery and their own teaching using a variety of tools, including any required District/state assessments.

Teachers shall:

1. Apply research-based practice in their teaching,
2. Involve students in the learning process,
3. Diagnose students' learning strengths and needs,
4. Communicate learning strengths and needs to students, parents, and others,
5. Modify their instruction based on student performance,
6. Encourage parents to support learning of the curriculum, and
7. Participate in the training needed to effectively carry out these functions.

STUDENT
RESPONSIBILITIES

Students are responsible for learning and understanding their learning strengths and needs. Students are responsible for meeting learning targets based on the required curriculum. Students are responsible for their own behavior and its impact on their own learning and the learning of others. Students should hold high expectations for the quality of the instruction presented to them.

BUDGET

The administration shall ensure that the District's budget becomes a document that reflects funding decisions based on the organization's educational goals and priorities — a program-driven budget. The budget development process shall ensure that goals and priorities are considered in the preparation of the budget proposals and that any decisions related to reduction or increase in funding levels will be addressed in those terms.

CURRENT

Lamar CISD
079901

ACADEMIC ACHIEVEMENT GRADUATION

EIF
(LOCAL)

COURSE REQUIREMENTS	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
GRADUATION PROGRAMS INSTITUTED PRIOR TO 2014–15	Students enrolled in high school prior to the 2014–15 school year may graduate under state programs other than the foundation program, including the Minimum Program, the Recommended Program, and the Advanced/Distinguished Achievement Program. The courses required for each of these programs shall be listed in appropriate publications. The District credit requirements under these programs are listed below.
MINIMUM PROGRAM	The District requires no additional credits for graduation under the Minimum Program beyond the number mandated by the state.
RECOMMENDED PROGRAM	The District requires no additional credits for graduation under the Recommended Program beyond the number mandated by the state.
ADVANCED / DISTINGUISHED ACHIEVEMENT PROGRAM	The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond the number mandated by the state.
READING CREDITS	<p>The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:</p> <ol style="list-style-type: none">1. Recommendation by a teacher or counselor.2. Scores on assessment instruments and/or achievement tests.
FOUNDATION PROGRAM	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
WITHOUT AN ENDORSEMENT	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
WITH AN ENDORSEMENT	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement. The District requires Algebra II as one of the required mathematics credits.

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ACADEMIC ACHIEVEMENT
GRADUATION

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DISTINGUISHED LEVEL OF ACHIEVEMENT	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
NO FINE ARTS SUBSTITUTIONS	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
PHYSICAL EDUCATION SUBSTITUTIONS ACTIVITIES AND COURSES	To the extent permitted by state rules applicable to the student's graduation program, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
PRIVATE OR COMMERCIAL PROGRAMS	The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the Commissioner of Education. [See also EHAC]

REVISED

Lamar CISD
079901

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

**COURSE
REQUIREMENTS**

To graduate, a student must complete the courses required by the District in addition to those mandated by the state.

~~COURSE
FOUNDATION GRADUA
REQUIREMENTS
TION PROGRAMS
INSTITUTED
PRIOR TO
2014-15~~

~~Students enrolled in high school prior to the 2014-15 school year may graduate under state programs other than the foundation program, including the Minimum Program, the Recommended Program, and the Advanced/Distinguished Achievement Program. The courses required for each of these programs shall be listed in appropriate publications. The District credit requirements under these programs are listed below.~~

~~MINIMUM
PROGRAM~~

~~The District requires no additional credits for graduation under the Minimum Program beyond the number mandated by the state.~~

~~RECOMMENDED
PROGRAM~~

~~The District requires no additional credits for graduation under the Recommended Program beyond the number mandated by the state.~~

~~ADVANCED /
DISTINGUISHED
ACHIEVEMENT
PROGRAM~~

~~The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond the number mandated by the state.~~

~~READING CREDITS~~

~~The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:~~

- ~~1. Recommendation by a teacher or counselor.~~
- ~~2. Scores on assessment instruments and/or achievement tests.~~

~~FOUNDATION
PROGRAM~~

The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.

**WITHOUT AN
ENDORSEMENT**

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.

~~WITHOUT AN
ENDORSEMENT~~

**WITH AN
ENDORSEMENT**

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement. The District requires Algebra II as one of the required mathematics credits.

~~WITH AN
ENDORSEMENT~~

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ACADEMIC ACHIEVEMENT
GRADUATION

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**DISTINGUISHED
LEVEL OF
ACHIEVEMENT**

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.

~~DISTINGUISHED
LEVEL OF
ACHIEVEMENT~~
~~NO FINE ARTS
SUBSTITUTIONS~~

The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.

**PHYSICAL
EDUCATION
SUBSTITUTIONS**

To the extent permitted by state rules ~~applicable to the student's graduation program~~, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

~~ACTIVITIES AND
COURSES
PRIVATE OR
PHYSICAL EDUCATION
COMMERCIAL
SUBSTITUTIONS
PROGRAMS~~

The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the ~~commissioner~~ ~~Commissioner~~ of ~~education~~ ~~Education~~. [See also EHAC]

~~ACTIVITIES AND
COURSES
PRIVATE OR
COMMERCIAL
PROGRAMS~~

CURRENT

Lamar CISD
079901

CHARTER CAMPUS OR PROGRAM

EL
(LOCAL)

The Board shall consider an application for a campus charter or program charter if the applicant:

1. Complies with the statutory requirements for a campus charter or program charter;
2. Follows the application process established by the District; and
3. Supplies evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter or program charter.

COMPLIANCE WITH
LAW

Campus charters and program charters shall comply with all federal law and with state law governing such charters and shall be nonsectarian.

APPLICATION
PROCESS

The Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a charter campus or charter program. Applications and petition forms for charter campuses and charter programs shall be available in the Superintendent's or designee's office.

Applicants shall present a draft of the application to the Superintendent or designee in accordance with a time line established in administrative regulations. The Superintendent or designee shall work with the applicants in completing the application process.

A public forum shall be held to allow the applicants an opportunity to present their proposals to the Board and to the community prior to formal consideration by the Board.

Final applications and petitions for campus charters or program charters shall be submitted to the District prior to January 1 for Board consideration of a charter to begin the following school year.

CONTENT OF FINAL
APPLICATION

A final application for a campus charter or program charter shall include the following:

1. The purpose and need for such a campus or program;
2. The unique distinction between the proposed program and the District's current program;
3. A mission and goals statement;
4. The curriculum to be offered;
5. A plan for measuring student achievement;

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CHARTER CAMPUS OR PROGRAM

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6. A governance and decision-making plan, including a list of local Board policies that shall apply, as well as a list of local policies the applicant is requesting the Board to waive;
7. An enrollment and withdrawal process;
8. A plan for maintaining and reporting PEIMS data in accordance with state requirements;
9. Discipline procedures;
10. A safety and security plan;
11. A plan for providing facilities and student transportation;
12. A facility and maintenance plan that includes routine maintenance as well as emergency procedures for managing potential danger to the health and safety of students and employees;
13. An employment plan consistent with federal and applicable state guidelines, due process requirements, and contract non-renewal and termination procedures; and
14. The role of the chief operating officer responsible for personnel, the budget, purchasing, program funds, and other areas of management.

Applicants shall submit with the application the required petitions indicating evidence of support for the approval of a campus charter or program charter.

CONTENT OF
CHARTER

A charter shall be a written contract signed by the Board President, the Superintendent, and the chief operating officer of the campus charter or program charter.

Each charter shall:

1. Satisfy the requirements of the law governing campus charters or program charters;
2. Include the items listed in the application, with any modifications required by the Board;
3. Stipulate a term length for the charter; and
4. Establish a date for review or renewal of the charter.

PROVISIONS FOR
REVOCATION

The Board may revoke a charter if it finds that the charter campus or charter program:

1. Violates a provision of applicable state or federal law;
2. Violates a provision of the charter; or

REVOCATION
PROCEDURE

3. Fails to meet generally accepted accounting standards for fiscal management.

The Superintendent shall investigate any allegation that a charter campus or charter program has violated federal or applicable state law or provisions of the charter or fails to meet generally accepted accounting standards for fiscal management. The Superintendent shall hold a conference with the chief operating officer and governing body of the charter campus or program to discuss any such allegation.

If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the charter campus or program shall respond to the allegation at the next regularly scheduled Board meeting. The Superintendent shall ensure that the issue is on the agenda.

The Board shall hear the presentation and take action, if necessary, to place the charter campus or program on probation.

If the Board decides to consider revocation of the charter, it shall schedule a public hearing to be held on the campus where the program is located.

Note: For purposes of this policy, the term campus charter includes a program charter.

CAMPUS CHARTERS

The Board shall consider an application for a campus charter ~~or program charter~~ if the applicant:

1. Complies with the statutory requirements for a campus charter ~~or program charter~~;
2. Follows the application process established by the District; and
3. Supplies evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter. ~~or program charter.~~

COMPLIANCE WITH LAW

Campus ~~charters and program~~ charters shall comply with all federal law and with state law governing such charters and shall be nonsectarian.

APPLICATION PROCESS

The Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a ~~charter campus or charter program~~. Applications and petition forms for a **campus** charter ~~campuses and charter programs~~ shall be available in the **central administration** ~~Superintendent's or designee's~~ office **or in a designated place that is accessible to parents and teachers in the District.**

Applicants shall present a draft of the application to the Superintendent or designee in accordance with a ~~timeline~~ **time line** established in administrative regulations. The Superintendent or designee shall work with the applicants in completing the application process.

A public forum shall be held to allow the applicants an opportunity to present their ~~proposal~~ **proposals** to the Board and to the community prior to formal consideration by the Board.

Final applications and **any applicable** petitions for campus charters ~~or program charters~~ shall be submitted to the District prior to **January 1** ~~January 1~~ for Board consideration of a charter to begin the following school year.

CONTENT OF FINAL APPLICATION

A final application for a campus charter ~~or program charter~~ shall include the following:

1. The purpose and need for such a campus or program;

~~CHARTER CAMPUS~~ CHARTERS OR PROGRAM

EL
(LOCAL)

2. The unique distinction between the proposed **campus or program** and the District's current **campuses and programs**~~program~~;
3. A mission and goals statement;
4. The curriculum to be offered;
5. A plan for measuring student achievement;
6. A governance and decision-making plan, including a list of local Board policies that shall apply, as well as a list of **any** local policies the applicant is requesting the Board to waive;
7. An enrollment and withdrawal process;
8. A plan for maintaining and reporting PEIMS data in accordance with state requirements;
9. Discipline procedures;
10. A safety and security plan;
11. A plan for providing facilities and student transportation;
12. A facility and maintenance plan that includes routine maintenance as well as emergency procedures for managing potential danger to the health and safety of students and employees;
13. An employment plan consistent with federal and applicable state guidelines, due process requirements, and contract non-renewal and termination procedures; and
14. The role of the chief operating officer responsible for personnel, the budget, purchasing, program funds, and other areas of management.

Applicants shall submit with the application ~~any~~**the** required petitions indicating evidence of support for the approval of a ~~campus charter or program~~ charter.

CONTENT OF
CHARTER

A charter shall be a written contract signed by the Board President, the Superintendent, and the chief operating officer of the campus charter.~~-or program charter.~~

Each charter shall **satisfy**:

- ~~1.~~ ~~Satisfy~~ the requirements of the law governing campus charters **and include**~~or program charters~~;
- ~~2.~~**15.** ~~Include~~ the items listed in the application, with any modifications required by the Board.;

In addition to the legally required contents of a charter, each charter contract shall:

- ~~3.1.~~ Stipulate a term length for the charter; and
- ~~4.2.~~ Establish a date for review or renewal of the charter.

REVISING THE
CHARTER

Revisions or amendments to a charter shall follow the same process outlined at APPLICATION PROCESS, as applicable.

PROVISIONS FOR
PROBATION OR
REVOICATION

The Board may place on probation or revoke a campus charter in accordance with the charter contract if it finds that the ~~charter~~ campus ~~or charter program~~:

1. Violates a provision of applicable state or federal law;
2. Violates a provision of the charter, which may include failure to meet academic or financial accountability requirements; or
3. Fails to meet generally accepted accounting standards for fiscal management.

REVOICATION
PROCEDURE

The Superintendent shall investigate any allegation that a ~~charter~~ campus ~~or charter program~~ has violated federal or applicable state law or provisions of the charter or fails to meet generally accepted accounting standards for fiscal management. The Superintendent shall hold a conference with the chief operating officer and governing body of the charter campus or program to discuss any such allegation.

If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the ~~charter~~ campus ~~charter or program~~ shall respond to the allegation at the next regularly scheduled Board meeting. The Superintendent shall ensure that the issue is on the agenda.

The Board shall hear the presentation and take action, if necessary, to place the ~~charter~~ campus ~~charter or program~~ on probation.

If the Board decides to consider revocation of the campus charter, it shall schedule a public hearing to be held on the **respective** campus ~~where the program is located~~.

NOTICE REGARDING STEROIDS
Education Code 38.008

Anabolic steroids are for medical use only. State law prohibits the possession, dispensing, delivery, or administering of an anabolic steroid in any manner not allowed by state law. State law provides that body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a person who is in good health is not a valid medical purpose. Only a medical doctor may prescribe an anabolic steroid or human growth hormone for a person. A violation of state law concerning anabolic steroids or human growth hormones is a criminal offense punishable by confinement in jail or imprisonment in the institutional division of the Texas Department of Criminal Justice.

Note: To be in compliance with Education Code 38.008, the notice regarding legal restrictions on steroids must be posted in a conspicuous location in the gymnasium of each District school in which there is a grade level of seven or higher and in each other place in a building where physical education classes are conducted.

DELETE

Lamar CISD
079901

STUDENT DISCIPLINE
PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

FOC
(EXHIBIT)

The following are felony offenses listed in Title 5 of the Penal Code, Offenses Against the Person.

Section 19.02: Murder

Section 19.03: Capital Murder

Section 19.04: Manslaughter

Section 19.05: Criminally Negligent Homicide

Section 20.02: Unlawful Restraint (if [1] the person restrained was younger than 17 years of age, [2] the actor recklessly exposes the victim to a substantial risk of serious bodily injury, [3] he actor restrains an individual the actor knows is a public servant while the public servant is lawfully discharging an official duty or in retaliation or on account of an exercise of official power or performance of an official duty, or [4] the actor while in custody restrains any other person)

Section 20.03: Kidnapping

Section 20.04: Aggravated Kidnapping

Section 20.05: Unlawful Transport

Section 20A.02: Smuggling of Persons

Section 21.02: Continuous Sexual Abuse of Young Child or Children

Section 21.11: Indecency with a Child

Section 21.12: Improper Relationship between Educator and Student

Section 21.15: Improper Photography or Visual Recording

Section 22.01: Assault (if the actor intentionally, knowingly, or recklessly causes bodily injury to [1] a person the actor knows is a public servant while the public servant is lawfully discharging an official duty, or in retaliation or on account of an exercise of official power or performance of an official duty as a public servant; [2] a person the actor knows is a security officer [see Occupations Code 1702.002, 1702.221] while the person is performing a duty as a security officer; [3] a person the actor knows is emergency services personnel while the person is providing emergency services; [4] a person who contracts with the government to perform a service at a correctional facility [see Penal Code 1.07(a)(14)] or a secure correctional or detention facility for juveniles [see Family Code 51.102(13), (14)]; and [5] under certain circumstances, a family member)

Section 22.011: Sexual Assault

Section 22.02: Aggravated Assault

Section 22.021: Aggravated Sexual Assault

Section 22.04: Injury to a Child, Elderly Individual, or Disabled Individual

Section 22.041: Abandoning or Endangering a Child

DATE ISSUED: 3/15/2012
UPDATE 93
FOC(EXHIBIT)-P

1 of 2

STUDENT DISCIPLINE
PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

FOC
(EXHIBIT)

Section 22.05: Deadly Conduct (if the person knowingly discharges a firearm at or in the direction of one or more individuals or in the direction of a habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied)

Section 22.07: Terroristic Threat (if the actor threatens to commit any offense involving violence to any person or property with intent to: [1] prevent or interrupt the occupation or use of a building, room, place, or conveyance if the prevention or interruption causes pecuniary loss to the owner of \$1,500 or more; [2] cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; [3] place the public or a substantial group of the public in fear of serious bodily injury; or [4] influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision)

Section 22.08: Aiding Suicide (if the conduct causes suicide or attempted suicide that results in serious bodily injury)

Section 22.09: Tampering with Consumer Product

Section 22.11: Harassment by Persons in Certain Correctional Facilities or of Public Servant

CURRENT

Lamar CISD
079901

COMMUNITY RELATIONS
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

PROMOTIONAL
ACTIVITIES

School facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

ADVERTISING

For purposes of this policy, "advertising" shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. "Advertising" does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

[For information relating to school-sponsored publications, see FMA.]

DATE ISSUED: 8/7/2014
UPDATE 100
GKB(LOCAL)-A

ADOPTED:

1 of 1

REVISED

Lamar CISD
079901

COMMUNITY RELATIONS
ADVERTISING AND ~~FUNDRAISING~~ FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

PROMOTIONAL
ACTIVITIES

DistrictSchool facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

ADVERTISING

For purposes of this policy, "advertising" shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. "Advertising" does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

The District shall not accept paid political advertising.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

[For information relating to school-sponsored publications, see FMA.]

DATE ISSUED: ~~6/5/2017~~8/7/2014
UPDATE 108109
GKB(LOCAL)-A

ADOPTED:

1 of 1

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

WELLNESS

The District shall follow nutrition guidelines that advance student health and reduce childhood obesity and shall promote the general wellness of all students through nutrition education, physical activity, and other school-based activities.

DEVELOPMENT OF
GUIDELINES AND
GOALS

The District shall develop nutrition guidelines and wellness goals in consultation with the local school health advisory council and with involvement from representatives of the student body, school food service, school administration, the Board, parents, and the public. [See BDF and EHAA]

NUTRITION
GUIDELINES

The District shall ensure that nutrition guidelines for reimbursable school meals shall be at least as restrictive as federal regulations and guidance and that all foods available on each campus are in accordance with the Texas Public School Nutrition Policy, which guides the efforts promoting school health and reducing childhood obesity by providing specific guidelines on availability and sale of foods of minimal nutritional value (FMNV), competition foods, as well as portion size limitation on certain items. [See CO]

The District shall also strictly adhere to the federal guidelines for school meals, which require less than 30 percent total calories from fat; less than ten percent saturated fat; and one-third of the recommended daily allowance for specific nutrients provided for the school breakfast program.

The District shall use the appropriate evaluation instruments from the District's selected coordinated health program to ensure that all participating campuses meet this policy. Each campus shall designate a person for this responsibility.

In addition to legal requirements, the District shall:

1. Encourage the use of healthy food and beverages at classroom parties or school celebrations [see CO];
2. Discourage the use of food as a reward in the classroom; and
3. Encourage the inclusion of healthy food and beverage options at concessions at school-related events outside of the school day.

WELLNESS GOALS
NUTRITION
EDUCATION

The District shall implement, in accordance with law, a coordinated health program with a nutrition education component [see EHAB and EHAC] and shall use health course curriculum that emphasizes the importance of proper nutrition [see EHAA].

In addition, the District establishes the following goals for nutrition education:

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

1. The District will maintain a school health advisory council as mandated by Texas Education Code 28.004, Senate Bill 19. In addition to other duties, the school health advisory council will develop, monitor, review, and as necessary, recommend revisions of this policy to the Board and/or Superintendent. The council shall serve as a resource to the District in the implementation of this policy.
2. Nutrition education will be integrated in core curriculum areas, such as mathematics, science, social studies, and language arts.
3. Activities will be included in the curriculum that will encourage student involvement, decision making, and life-long health choices.
4. Learning objectives that are progressive and measurable will be included in the curriculum for each grade.
5. Staff responsible for nutrition education will be adequately prepared and will participate in professional development activities to effectively deliver the program as planned.
6. The food service staff, teachers, and other school personnel will coordinate the promotion of nutrition messages in the cafeteria, the classroom, and other appropriate settings.
7. Nutrition information will be shared with families and the general public to positively influence the health of students and community members.

PHYSICAL ACTIVITY

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see EHAB and EHAC].

In addition, the District establishes the following goals for physical activity:

1. Students will be encouraged to be physically active outside of school through clubs and organized sports.
2. Nutrition curriculum will be integrated into a health classroom environment when practical.
3. The law requiring students in kindergarten through grade 8 to engage in a minimum of 30 minutes of physical activity a day or 135 weekly minutes will be upheld. In grades 6 through 8, students will participate in moderate to vigorous physical activity for at least four semesters during those grade levels. In

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

the case of block scheduling, students may participate for at least 225 minutes during each two-week period.

4. Because the District realizes the importance of daily recess for elementary children, structured recess will not be withheld from students for any reason if the required 135 minutes of physical activity is not being met.
5. An environment that fosters safe and enjoyable fitness activities for all students, including those who are not participating in competitive sports, will be offered.
6. Moderate to vigorous activity in physical education classes will be emphasized.
7. Enjoyable, life-long physical activity for staff and students will be promoted.

SCHOOL-BASED
ACTIVITIES

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to express a consistent wellness message through other school-based activities:

1. School and community members will be encouraged to participate in health-related activities.
2. Each campus will provide a healthy learning environment for all students.
3. Each campus will encourage parents, teachers, school administrators, students, food service professional, and community members to serve as role models in practicing healthy eating and being physically active, both in school and at home.
4. Each campus will encourage activities, incorporating the community and families, that promote student wellness, healthy habits and a healthier school environment.
5. Time will be allowed for students to eat meals in lunchroom facilities that are clean and safe.

IMPLEMENTATION

The executive directors of elementary and secondary education shall oversee the implementation of this policy and shall develop administrative procedures for periodically measuring the implementation of the wellness policy.

Wellness

The District shall ~~follow nutrition guidelines that advance student health and reduce childhood obesity and shall promote support the general wellness of all students by implementing measurable goals to promote sound nutrition and student health and to reduce childhood obesity through nutrition education, physical activity, and other school-based activities.~~

[See EHAA for information regarding the District's coordinated school health program.]

**Development,
Implementation and
Review of Guidelines
and Goals**

~~The local school health advisory council (SHAC), on behalf of the District shall review and consider evidence-based strategies and techniques and develop nutrition guidelines and wellness goals in consultation with the local school health advisory council and with involvement from representatives of the student body, school food service, school administration, the Board, parents, and the public. [See BDF and EHAA] as required by law. In the development, implementation, and review of these guidelines and goals, the SHAC shall permit participation by parents, students, representatives of the District's food service provider, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.~~

[See BDF for required membership of the SHAC.]

Wellness Plan

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus; and
5. The manner of communicating to the public applicable information about the District's wellness policy and plan.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary.

Nutrition Guidelines

Foods and Beverages Sold

The District ~~shall ensure that 's~~ nutrition guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance and that all foods available on each campus are in accordance with the Texas Public School Nutrition Policy, which guides the efforts promoting school health and reducing childhood obesity by providing specific guidelines on availability and sale of foods of minimal nutritional value (FMNV), competition foods, as well as portion size limitation on certain items, except when the District allows an exemption for fundraising activities as authorized by state and federal rules. [See CO and FJ]

Foods and Beverages Provided

The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.

~~The District shall also strictly adhere to the federal guidelines for school meals, which require less than 30 percent total calories from fat; less than ten percent saturated fat; and one-third of the recommended daily allowance for specific nutrients provided for the school breakfast program.~~

~~The District shall use the appropriate evaluation instruments from the District's selected coordinated health program to ensure that all participating campuses meet this policy. Each campus shall designate a person for this responsibility.~~

~~In addition to legal requirements, the District shall:~~

- ~~1. Encourage the use of healthy food and beverages at classroom parties or school celebrations [see CO];~~
- ~~2. Discourage the use of food as a reward in the classroom; and~~
- ~~3. Encourage the inclusion of healthy food and beverage options at concessions at school-related events outside of the school day.~~

Wellness Goals

Nutrition Education

The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. ~~[see EHAB and EHAC] and shall use health course curriculum that emphasizes the importance of proper nutrition [see EHAA].~~ The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District.

The District establishes the following goals for nutrition promotion:

1. The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.
2. The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.

~~In addition, the~~The District establishes the following goals for nutrition education:

1. The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
2. The District shall make nutrition education a District-wide priority and shall integrate nutrition education into other areas of the curriculum, as appropriate.
3. The District shall provide professional development so that teachers and other staff responsible for the nutrition education program are adequately prepared to effectively deliver the program.
4. ~~The District will maintain a school health advisory council as mandated by Texas Education Code 28.004, Senate Bill 19. In addition to other duties, the school health advisory council will develop, monitor, review, and as necessary, recommend revisions of this policy to the Board and/or Superintendent. The council shall serve as a resource to the District in the implementation of this policy.~~
2. ~~Nutrition education will be integrated in core curriculum areas, such as mathematics, science, social studies, and language arts.~~
3. ~~Activities will be included in the curriculum that will encourage student involvement, decision-making, and life-long health choices.~~
4. ~~Learning objectives that are progressive and measurable will be included in the curriculum for each grade.~~
5. ~~Staff responsible for nutrition education will be adequately prepared and will participate in professional development activities to effectively deliver the program as planned.~~
6. ~~The food service staff, teachers, and other school personnel will coordinate the promotion of nutrition messages in the cafeteria, the classroom, and other appropriate settings.~~

Physical Activity

~~7. Nutrition information will be shared with families and the general public to positively influence the health of students and community members.~~

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see [BDF](#), [EHAA](#), [EHAB](#) and [EHAC](#)].

~~In addition, the~~The District establishes the following goals for physical activity:

- ~~1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.~~
- ~~2. The District shall provide appropriate staff development and encourage teachers to integrate physical activity into the academic curriculum where appropriate.~~
- ~~3. The District shall make appropriate training and other activities available to District employees in order to promote enjoyable, lifelong physical activity for District employees and students.~~
- ~~4. The District shall encourage parents to support their children's participation, to be active role models, and to include physical activity in family events.~~
- ~~5. The District shall encourage a designated unstructured recess period be included for grades K - 5 each day when safe and appropriate.~~
- ~~1. Students will be encouraged to be physically active outside of school through clubs and organized sports.~~
- ~~2. Nutrition curriculum will be integrated into a health classroom environment when practical.~~
- ~~3. The law requiring students in kindergarten through grade 8 to engage in a minimum of 30 minutes of physical activity a day or 135 weekly minutes will be upheld. In grades 6 through 8, students will participate in moderate to vigorous physical activity for at least four semesters during those grade levels. In the case of block scheduling, students may participate for at least 225 minutes during each two-week period.~~
- ~~4. Because the District realizes the importance of daily recess for elementary children, structured recess will not be withheld~~

Other School-Based
Activities

~~from students for any reason if the required 135 minutes of physical activity is not being met.~~

- ~~5. An environment that fosters safe and enjoyable fitness activities for all students, including those who are not participating in competitive sports, will be offered.~~
- ~~6. Moderate to vigorous activity in physical education classes will be emphasized.~~
- ~~7. Enjoyable, life-long physical activity for staff and students will be promoted.~~

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities:

1. The District shall allow sufficient time for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.
2. The District shall promote wellness for students and their families at suitable District and campus activities.
3. The District shall promote employee wellness activities and involvement at suitable District and campus activities.
- ~~1. School and community members will be encouraged to participate in health-related activities.~~
- ~~2. Each campus will provide a healthy learning environment for all students.~~
- ~~3. Each campus will encourage parents, teachers, school administrators, students, food service professional, and community members to serve as role models in practicing healthy eating and being physically active, both in school and at home.~~
- ~~4. Each campus will encourage activities, incorporating the community and families, that promote student wellness, healthy habits and a healthier school environment.~~
- ~~5. Time will be allowed for students to eat meals in lunchroom facilities that are clean and safe.~~

Implementation

The athletic director, with assistance from other key staff executive directors of elementary and secondary education shall oversee the implementation of this policy and shall the development administrative procedures for periodically measuring the and implementation

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

Evaluation

of the wellness policyplan and appropriate administrative procedures.

The District shall comply with federal requirements for evaluating this policy and the wellness plan.

Public Notification

The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.

Records Retention

The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ Email Address _____

Do you represent yourself? _____ an organization? _____

(If an organization, please identify _____)

Material on which you are commenting:

- _____ Book _____ Magazine _____ Audio Recording
- _____ Textbook _____ Library Program _____ Newspaper
- _____ Video/DVD _____ Electronic information/network (please specify)
- _____ Display _____ Other _____

Title _____ Edition (if applicable) _____

Author/Producer _____

1. Have you reviewed the materials in their entirety? [] Yes [] No
If not, please do so before completing and submitting this form.

2. In your opinion, what is the purpose of the material? _____

3. To what in the material do you object? (Please be specific; cite pages, etc.) _____

Explain your objection: _____

4. What do you believe might be the negative result of using this material? _____

5. What do you believe might be the positive result of using this material? _____

6. For what age group would you recommend this material? _____

7. What alternate material of equal quality would you recommend that could be used to teach similar subject matter? _____

8. What do you believe should be done with the material in question?

Use it as resource material or a choice selection.

Do not allow my child to use this material.

Remove it from the campus.

Additional Comments: _____

Complainant Signature _____ Date _____

Submitted to Building Principal _____ at _____ Campus

Received by: _____ Date: _____
Principal's Signature

ADD

Lamar CISD

EFA (EXHIBIT B)

RECONSIDERATION OF INSTRUCTIONAL MATERIALS COMMITTEE REPORT

Type of Material _____

Title _____ Edition (if applicable) _____

Author _____

Currently used in Grade Level(s): _____

A. Purpose:

1. What is the purpose(s) of the material? _____

2. Is the purpose(s) accomplished? Yes No

Explain: _____

B. Instructional Appropriateness:

1. Does the material support the objectives of the district curriculum?
 Yes No

2. Identify the objective(s) supported. _____

3. What is the reading level of the material? _____

4. Is the material appropriate for the level(s) of instruction? Yes No

Explain: _____

5. Are the illustrations appropriate to the subjects and age levels?

Yes No N/A

Explain: _____

C. Content Appropriateness:

1. Is the content of the material appropriate for this age group? Yes No

Explain: _____

2. Does the material present information not otherwise available on campus?
 Yes No

Explain: _____

3. Does the material give a new or different dimension or direction to its subject than others available on campus? Yes No

Explain: _____

D. Authenticity:

1. Is the material current? Yes No N/A

Explain: _____

2. Are information sources in the material well documented?
 Yes No N/A

Explain: _____

E. Review/Evaluations:

1. Source(s) of Favorable Review: _____

2. Source(s) of Unfavorable Review: _____

3. Does this material appear in one or more reputable selection tools?
 Yes No

If the answer is "yes", please list titles of selection tools.

Additional Comments: _____

Recommendations of Review Committee: _____

Signature of committee members:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Facilitator of Committee (Non-voting)

Campus Level Committee

District Level Committee

INFORMATION ITEM: PARENT INVOLVEMENT UPDATE

Parent Involvement

During Parent Involvement Week (November 13-17), activities are planned for each campus to invite parents to visit and volunteer at their child's campus. Parent Involvement campus and District activities during November, are posted on each individual school and PTO/PTA website, as well as on Facebook and Twitter.

There are several district-wide activities that have been implemented. These include:

- District-wide parent programs such as Veterans' Day; additional programs are planned on each campus during the month of November based on parent interest.
- District web page—posted information on Parent Involvement activities.

Volunteers in Public Schools

The Volunteers in Public Schools (VIPS) program currently has 5312 volunteers assisting Lamar CISD campuses. Each campus may have a volunteer coordinator who implements volunteer training and oversees parental involvement activities.

Common Threads

Common Threads has assisted 3,710 students with clothing, backpacks, shoes and school supplies since July 28, 2017.

The winter clothing distribution began on October 16, 2017. Winter items will be available to all students and staff until February 15th, 2018. At this point, we will store all winter items to get ready for summer. Students from uniform schools will receive long-sleeved shirts, uniform jackets, pants and coats (additional non-uniform jackets will be given). Non-uniform schools will receive shirts, pants/shorts, and 2 non-uniform jackets. New underwear and socks, as well as shoes, will be given out according to need.

Parent Liaisons

There are four parent liaisons working to increase parent involvement at three Title I campuses. The campuses are Ray, George Junior High, and Lamar Consolidated High School.

The parent liaison's role is to:

- involve and encourage parent participation in their child's education;
- provide valuable learning opportunities for parents to implement at home;
- encourage communication between parents and school personnel; and
- create parental awareness of school policies, procedures, and programs.

In addition, parent liaisons help implement the following campus activities:

- facilitate parent workshops and information sessions;
- help plan and implement activity nights such as math/reading/science nights and weekend projects (fun/educational craft projects for parents/child to work on at home);
- provide campus and community resources to parents via newsletters or email lists;
- translate information and assist with translating during school meetings as needed; and
- promote participation in PAC and SBMT.

Resource Persons: Valerie Vogt, Chief Academic Officer
Dr. Jennifer Roberts, Student Support Services Director
Jill Duban, Parent Involvement Facilitator

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF OCTOBER 31, 2017)**

- Exhibit "A" gives the LCISD collections made during the month of October 31, 2017.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2017 through August 31, 2018.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2017-18 roll as compared to prior years. Through October 31, 2017, LCISD had collected 0.0 % of the 2017-18 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2017-2018.
- 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
October 2017**

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
16	\$ 139,506.54	\$ 29,434.02	\$ 30,186.83	\$ 199,127.39	\$ 104,380.36	\$ 52,209.65	\$ 35,126.18	\$ 7,411.20
15	\$ 6,426.11	\$ 4,461.41	\$ 3,456.85	\$ 14,344.37	\$ 4,808.08	\$ 6,794.93	\$ 1,618.03	\$ 1,123.33
14	\$ (2,291.32)	\$ 2,074.89	\$ 1,276.27	\$ 1,059.84	\$ (1,714.40)	\$ 2,828.75	\$ (576.92)	\$ 522.41
13	\$ 6,352.84	\$ 1,943.78	\$ 1,098.37	\$ 9,394.99	\$ 4,753.25	\$ 2,552.72	\$ 1,599.59	\$ 489.43
12	\$ 5,415.01	\$ 2,412.74	\$ 1,445.36	\$ 9,273.11	\$ 4,051.60	\$ 3,250.60	\$ 1,363.41	\$ 607.50
11	\$ 1,895.66	\$ 1,453.56	\$ 634.89	\$ 3,984.11	\$ 1,391.07	\$ 1,701.55	\$ 504.59	\$ 386.90
10	\$ 1,297.45	\$ 1,115.93	\$ 482.67	\$ 2,896.05	\$ 969.88	\$ 1,316.86	\$ 327.57	\$ 281.74
09	\$ 1,202.68	\$ 1,262.83	\$ 493.10	\$ 2,958.61	\$ 945.40	\$ 1,485.78	\$ 257.28	\$ 270.15
08	\$ 1,196.72	\$ 1,291.41	\$ 419.66	\$ 2,907.79	\$ 940.71	\$ 1,434.81	\$ 256.01	\$ 276.26
07	\$ 58.49	\$ 75.45	\$ 26.78	\$ 160.72	\$ 45.08	\$ 84.93	\$ 13.41	\$ 17.30
06	\$ 270.87	\$ 231.14	\$ -	\$ 502.01	\$ 232.79	\$ 198.64	\$ 38.08	\$ 32.50
05	\$ 12.63	\$ 18.79	\$ 6.07	\$ 37.49	\$ 11.16	\$ 22.67	\$ 1.47	\$ 2.19
04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	\$ 346.04	\$ 451.36	\$ 71.27	\$ 868.67	\$ 311.84	\$ 478.02	\$ 34.20	\$ 44.61
02	\$ 158.21	\$ 259.43	\$ 50.99	\$ 468.63	\$ 142.57	\$ 284.77	\$ 15.64	\$ 25.65
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 161,847.93	\$ 46,486.74	\$ 39,649.11	\$ 247,983.78	\$ 121,269.39	\$ 74,644.68	\$ 40,578.54	\$ 11,491.17

**Lamar Consolidated ISD
Tax Collections
September 1, 2017-August 31, 2018
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 10/31/2017
16	\$ 1,814,663.85	\$ 29,192.57	\$ 1,843,856.42	\$ 314,637.65	\$ 56,425.37	\$ 61,376.69	\$ 432,439.71	\$ 1,529,218.77
15	\$ 566,874.61	\$ 18,584.91	\$ 585,459.52	\$ 38,334.33	\$ 11,810.50	\$ 8,937.64	\$ 59,082.47	\$ 547,125.19
14	\$ 339,577.64	\$ 24,873.92	\$ 364,451.56	\$ 10,365.29	\$ 4,292.80	\$ 2,433.73	\$ 17,091.82	\$ 354,086.27
13	\$ 277,679.16	\$ 35,391.80	\$ 313,070.96	\$ 20,741.20	\$ 4,109.57	\$ 1,977.11	\$ 26,827.88	\$ 292,329.76
12	\$ 265,479.02	\$ 34,774.82	\$ 300,253.84	\$ 18,056.23	\$ 3,755.17	\$ 1,735.54	\$ 23,546.94	\$ 282,197.61
11	\$ 224,190.26	\$ 8,550.83	\$ 232,741.09	\$ 8,534.07	\$ 1,845.62	\$ 816.30	\$ 11,195.99	\$ 224,207.02
10	\$ 181,303.11	\$ 4,352.89	\$ 185,656.00	\$ 3,274.77	\$ 2,268.33	\$ 755.03	\$ 6,298.13	\$ 182,381.23
09	\$ 159,154.16	\$ -	\$ 159,154.16	\$ 1,627.44	\$ 1,700.47	\$ 664.39	\$ 3,992.30	\$ 157,526.72
08	\$ 153,187.47	\$ -	\$ 153,187.47	\$ 1,525.51	\$ 1,669.69	\$ 561.07	\$ 3,756.27	\$ 151,661.96
07	\$ 174,543.62	\$ -	\$ 174,543.62	\$ 118.73	\$ 152.26	\$ 54.19	\$ 325.18	\$ 174,424.89
06	\$ 84,556.70	\$ -	\$ 84,556.70	\$ 723.95	\$ 614.75	\$ -	\$ 1,338.70	\$ 83,832.75
05	\$ 130,312.15	\$ -	\$ 130,312.15	\$ 38.00	\$ 56.24	\$ 18.24	\$ 112.48	\$ 130,274.15
04	\$ 52,136.73	\$ -	\$ 52,136.73	\$ -	\$ -	\$ -	\$ -	\$ 52,136.73
03	\$ 39,258.30	\$ -	\$ 39,258.30	\$ 346.04	\$ 451.36	\$ 71.27	\$ 868.67	\$ 38,912.26
02	\$ 25,886.38	\$ -	\$ 25,886.38	\$ 315.42	\$ 516.13	\$ 101.42	\$ 932.97	\$ 25,570.96
01	\$ 24,301.80	\$ -	\$ 24,301.80	\$ -	\$ -	\$ -	\$ -	\$ 24,301.80
00	\$ 21,052.70	\$ -	\$ 21,052.70	\$ 19.58	\$ 41.51	\$ 9.16	\$ 70.25	\$ 21,033.12
99	\$ 21,924.25	\$ -	\$ 21,924.25	\$ -	\$ -	\$ -	\$ -	\$ 21,924.25
98	\$ 13,781.68	\$ -	\$ 13,781.68	\$ -	\$ -	\$ -	\$ -	\$ 13,781.68
97	\$ 12,114.62	\$ -	\$ 12,114.62	\$ -	\$ -	\$ -	\$ -	\$ 12,114.62
96	\$ 5,144.62	\$ -	\$ 5,144.62	\$ -	\$ -	\$ -	\$ -	\$ 5,144.62
95 & prior	\$ 17,571.87	\$ -	\$ 17,571.87	\$ -	\$ -	\$ -	\$ -	\$ 17,571.87
Totals	\$4,604,694.70	\$ 155,721.74	\$4,760,416.44	\$418,658.21	\$89,709.77	\$79,511.78	\$587,879.76	\$4,341,758.23

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

MONTH	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
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	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV		3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%
DEC		50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%
JAN		87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%
FEB		95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%
MAR		96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%
APR		97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%
MAY		98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%
JUNE		98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%
JULY		98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%
AUG		99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2017-18 TAX COLLECTIONS
AS OF OCTOBER 31, 2017**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 10/31/2017	% OF BUDGET COLLECTED
2017	2017-2018	\$207,658,560	\$0	0.00%
2016 & Prior	2016-17 & Prior	\$2,150,000	\$ 418,658	19.47%
TOTAL		\$209,808,560	\$418,658	0.20%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF OCTOBER 31, 2017**

SCHOOL YEAR TAX YEAR	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017
COLLECTION YEAR						
1 Orig. Levy	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ -
1 Collections	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,728,596	\$ -
Adj. To Roll	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ -
2 Collections	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 777,493	\$ 139,507	
Adj. To Roll	\$ 65,612	\$ 242,601	\$ 165,920	\$ (150,004)	\$ 29,193	
3 Collections	\$ 315,459	\$ 333,212	\$ 318,031	\$ 6,426		
Adj. To Roll	\$ 445,748	\$ (49,699)	\$ 102,657	\$ 19,266		
4 Collections	\$ 252,058	\$ 226,258	\$ (2,291)			
Adj. To Roll	\$ (88,980)	\$ 113,341	\$ 24,874			
5 Collections	\$ 237,952	\$ 6,353				
Adj. To Roll	\$ 138,805	\$ 35,392				
6 Collections	\$ 5,415					
Adj. To Roll	\$ 34,775					
TOTAL:						
COLLECTIONS	\$ 142,111,460	\$ 149,525,911	\$ 161,737,873	\$ 178,812,477	\$ 195,868,102	\$ -
ADJUSTED TAX ROLL	\$ 142,393,658	\$ 149,818,241	\$ 162,091,959	\$ 179,359,602	\$ 197,397,321	\$ -
BALANCE TO BE COLLECTED	\$ 282,198	\$ 292,330	\$ 354,086	\$ 547,125	\$ 1,529,219	\$ -
ADJ. TAXABLE VALUE	\$ 10,243,779,594	\$ 10,777,903,053	\$ 11,660,872,533	\$ 12,903,104,340	\$ 14,200,735,291	\$ -
TOTAL % COLLECTIONS AS OF OCTOBER 31, 2017	99.8%	99.8%	99.8%	99.7%	99.2%	0.0%
TAX RATE	1.39005	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.

C.A. Walker Construction (Support Services Center)	Application # 1	\$ 113,627.75
C.A. Walker Construction (Support Services Center)	Application # 2	\$ 39,638.08
C.A. Walker Construction (Support Services Center)	Application # 3	\$ 166,448.70
Drymalla Construction (Carter Elementary)	Application # 4	\$ 1,076,652.10
Drymalla Construction (Lindsey Elementary)	Application # 17	\$ 162,966.65
Estes, McClure & Assoc. (District Wide HVAC Controls Replacements)	Application # 4	\$ 9,895.77
Gilbane (Ag Barn #2)	Application # 63	\$ 7,183.00
Hayden Paving (Campbell ES/Dickinson ES Track)	Application # 1	\$ 196,594.90
IKLO Construction (Lamar CHS Band Hall)	Application # 2A	\$ 117,553.00
IKLO Construction (Terry HS Band Hall)	Application # 2B	\$ 114,019.95
Johnson Controls (Various campuses HVAC)	Application # 2	\$ 23,465.74
Millis Construction (Terry HS Baseball Complex)	Application # 3	\$ 202,825.57
PBK Architects (Fulshear HS Natatorium – Reimbursables)	Application # 2	\$ 13,769.50

PBK Architects (Fulshear HS Shell Space)	Application # 2	\$	4,475.68
PBK Architects (Roberts MS)	Application # 3	\$	106,043.97
PBK Architects (Support Services – Reimbursables)	Application # 2	\$	12,260.00
PBK Architects (Support Services – Reimbursables)	Application # 3	\$	10,994.02
Raba Kistner (Fulshear HS Natatorium)	Application # 2	\$	2,928.01
Raba Kistner (George Ranch HS Natatorium)	Application # 2	\$	2,770.01
Terracon (Carter ES)	Application # 4	\$	8,126.50
Terracon (Carter ES)	Application # 5	\$	8,158.25
Terracon (Culver ES)	Application # 1	\$	7,500.00
Terracon (Lamar CHS Band Hall)	Application # 5	\$	7,619.25
Terracon (Robert MS)	Application # 1	\$	8,100.00
Terracon (Support Services Center)	Application # 1	\$	716.25
Terracon (Support Services Center)	Application # 3	\$	12,144.00
Terracon (Terry HS Band Hall)	Application # 4	\$	3,469.75
Terracon (Terry HS Baseball & Softball)	Application # 5	\$	3,666.50

Turner Construction (Foster HS Natatorium)	Application # 1	\$	418,508.45
Turner Construction (Foster HS Natatorium)	Application # 2	\$	136,066.13
Turner Construction (Fulshear HS Natatorium)	Application # 1	\$	582,913.69
Turner Construction (Fulshear HS Natatorium)	Application # 2	\$	306,670.26
Turner Construction (George Ranch HS Natatorium)	Application # 1	\$	686,103.07
Turner Construction (George Ranch HS Natatorium)	Application # 2	\$	230,181.01
VLK Architects (Carter ES)	Application # 8	\$	24,066.18
VLK Architects (Carter ES – Reimbursables)	Application # 7	\$	286.78
VLK Architects (Culver ES)	Application # 1	\$	60,143.14
VLK Architects (Lamar CHS Band Hall)	Application # 7	\$	3,450.00
VLK Architects (Lamar CHS Band Hall – Reimbursables)	Application # 6	\$	57.47
VLK Architects (Terry HS Band Hall)	Application # 7	\$	3,300.00
VLK Architects (Terry HS Band Hall – Reimbursables)	Application # 7	\$	57.47
Vanir, Rice & Gardner (2014 Bond Program)	Application # 28	\$	210,965.00

Resource person: Kevin McKeever, Administrator for Operations

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitment	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,668,081.60	341,973.40	21,005,048.49	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,703,429.65	2,067,431.35	20,024,605.03	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	22,650,640.50	2,308,763.50	5,580,251.99	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	132,530.00	857,470.00	116,880.00	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	416,873.24	1,056,000.00
LCHS Band Hall	700,000.00	642,371.50	57,628.50	101,660.87	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,055,794.57	205.43	1,023,618.04	1,056,000.00
Natorium - Foster High School	8,648,880.00	8,536,215.00	112,665.00	1,171,713.21	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,604,868.00	227,299.00	1,423,268.92	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	8,931,366.00	155,203.00	1,381,969.57	9,086,569.00
Support Services Center	12,146,000.00	11,294,050.00	851,950.00	1,311,439.11	12,146,000.00
THS Band Hall	700,000.00	659,835.00	40,165.00	88,390.09	700,000.00
*THS Baseball	2,400,000.00	2,301,628.00	98,372.00	754,682.47	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	108,749,659.82	7,646,276.18	54,429,651.03	116,395,936.00
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	1,060,458.00	23,898,946.00	425,000.00	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	425,000.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	1,454,170.00	20,888,323.00	389,622.97	22,342,493.00
Fulshear HS Shell	3,849,077.00	269,890.00	3,579,187.00	26,854.03	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,975,903.00	77,169,195.00	1,266,477.00	81,145,098.00
Grand Total	197,541,034.00	112,725,562.82	84,815,471.18	55,696,128.03	197,541,034.00

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current	Committed	Projected	Actuals Paid	Estimated Cost at
Access Controls	800,000.00	40,200.00	759,800.00	21,105.00	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	980,042.00	1,200,000.00
Site Lighting	1,600,000.00	91,700.15	1,508,299.85	64,704.83	1,600,000.00
Grand Total	4,300,000.00	1,822,422.63	2,477,577.37	1,714,030.38	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects, and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

Accomplishments This Month:

- The Board awarded the construction contract for the Water Plant Upgrades at Foster High School.
- Received proposals for District-wide Access Controls through cooperative purchasing agreement vendors.
- Began erecting structural steel at new Carter Elementary School.
- Poured the concrete slab at new Maintenance & Operations Building.
- Closed out Lindsey Elementary School construction contract.
- Design Development phase was approved by the Board for the new Roberts Middle School, new Culver Elementary School, and the Fulshear High School Shell Space projects.

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW:

- Project is complete
- Finalizing closeout documents

DON CARTER ELEMENTARY SCHOOL



DON CARTER ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: July 21, 2018

OVERVIEW:

- Construction is 19% complete.
- Underground utility work is progressing for CenterPoint electric connection.
- Concrete driveways and parking areas are being poured.
- Structural steel erection has begun.
- Roof decking has started in areas A & B.
- Exterior wall frame has started.
- Electrical wiring has begun in area A & B.
- Widening of A Meyer Rd. is in progress.

THOMAS R. CULVER ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Design Development
- Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

OVERVIEW:

- Culver Elementary School site is in the Briarwood Crossings subdivision in the Village of Pleak.
- Design Development was approved by the Board in October.
- The developer is beginning clearing and grading on this section of the subdivision.

ROBERTS MIDDLE SCHOOL



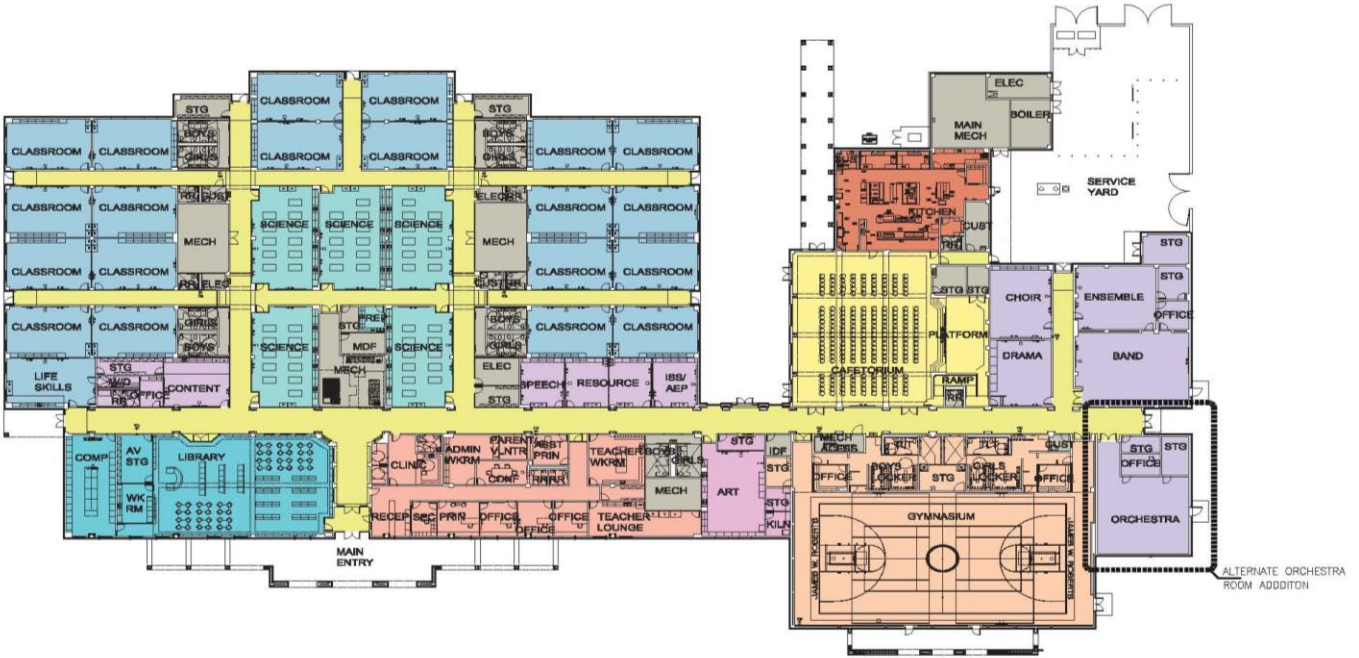
SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

OVERVIEW

- Site is on the south side of the Fulshear High School campus.
- Design Development was approved by the Board in October.
- Construction documents underway.

ROBERTS MIDDLE SCHOOL



FULSHEAR HIGH SCHOOL SHELL SPACE



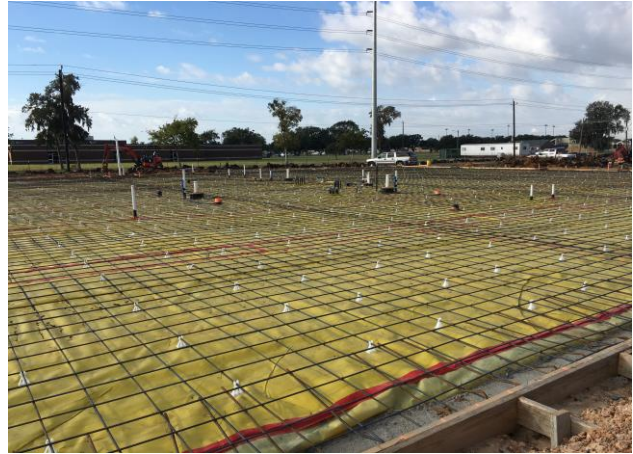
SCHEDULE MILESTONES:

- Current Phase: Design Development
- Construction Start: May 2018
- Construction Completion: August 2018

OVERVIEW:

- Construct interior classroom walls and room finishes.
- Design Development was approved by the Board in October.
- Construction documents are underway.

SUPPORT SERVICES FACILITIES



SCHEDULE MILESTONES:

Maintenance & Operations Building

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: February 2018

Support Services Facility

- Construction Start: March 2018
- Construction Completion: September 2018

OVERVIEW:

Maintenance & Operations Building

- Site utility work is underway.
- Structural concrete foundation is complete.
- Building slab has been poured.
- Parking and drives are being prepared with lime stabilization for added strength.

BAND HALL ADDITIONS



Terry High School

SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017



Lamar Consolidated High School

OVERVIEW:

- Lamar CHS building CMU work is complete and is ready for brick to begin.
- Lamar CHS HVAC, electrical, fire alarm, and fire sprinklers being installed.
- Terry High School steel structure has been erected, and CMU work is underway.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Construction Completion: January 2018

OVERVIEW:

- Construction of backstop masonry wall is complete for both fields.
- Concession building masonry is 90% complete.
- Dugout and bleacher foundations are complete.

NATATORIUMS

Foster High School | Fulshear High School | George Ranch High School



George Ranch High School



Foster High School



Fulshear High School



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Construction Completion: 3rd Quarter 2018

OVERVIEW:

- Pool piers and grade beams have been poured at George Ranch High School.
- Pool excavation has begun at Foster High School.
- Fulshear High School pool piping is currently being installed.

PINK ELEMENTARY SCHOOL REPAIRS



OVERVIEW:

- Project is complete.
- Ready for final acceptance.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE OVERVIEW:

- Current Phase: Procurement
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Construction contract was awarded in October.

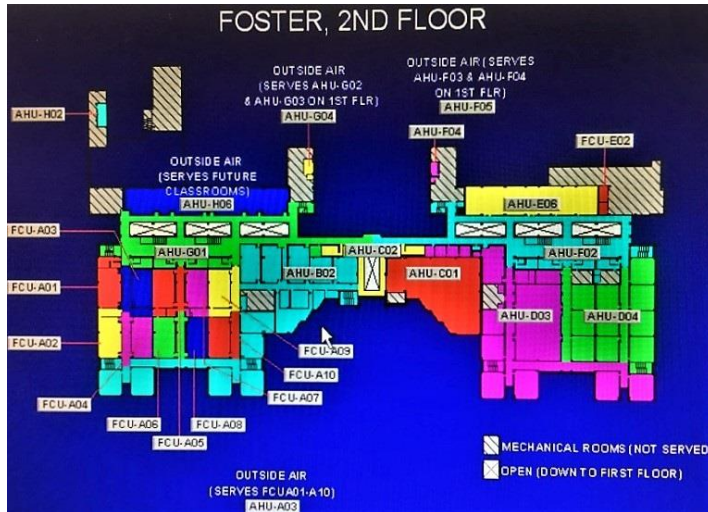
CHILLER REPLACEMENT



OVERVIEW:

- Project is complete.
- Ready for final acceptance.

HVAC WEB-BASED CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: July 18, 2017
- Construction Completion: January 2018

OVERVIEW:

- Foster High School and field house controls are complete.
- Foster Central Plant controls are complete.
- Briscoe Junior High controls are complete.
- Currently working on controls at Frost Elementary.

ACCESS CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Procurement
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Construction Documents are complete.
- Cost proposals through purchasing cooperative agreements were received in October.

SITE LIGHTING



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Parking lot lighting and exterior building wall lights will be replaced at schools and support sites.
- Contractor is verifying lighting fixtures for placing order.
- Replacement of light fixtures is scheduled to begin in December.

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

FUTURE PROJECTS

OVERVIEW:

- The future projects in the 2014 Bond Program will be reported on as they begin.
- Bond Sale 2 Remaining Project:
 - Morgan Elementary #28

COMPLETED PROJECTS

Foster High School Baseball Scoreboard
Huggins Elementary School New Parent Drive
Lindsey Elementary School

Completed March 2016
Completed May 2017
Completed October 2017

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. This project is now complete. Final payment is scheduled to be on the December Board Agenda.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. The chillers have been installed and punch list is complete. The final pay application is on this Board agenda for approval.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. Siemens has been awarded this project and contracts have been completed. Notice to proceed has been issued.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17th. Final payment was approved at the May Board Meeting.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has completed final documents and RF Quotes have been received. This project is on this agenda for Board approval.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner Notice to proceed as been sent and the project is under construction. The stadium seats have been installed. This project is on schedule.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: TRANSPORTATION UPDATE

Personnel Changes

The following changes took place during the month:

Trainees hired:	6
Drivers leaving department	2
Full time drivers hired:	2
Drivers waiting driving test	5
Bus aides hired:	4

Hiring Incentives Paid	Employee	Referrer
Initial	0	0
Six Month	2	0

Accidents

We had the following on the road accidents during the month

Date	Bus #	Action	Location	Preventable	Experience
10/04/2017	152	Bus hit mirror of parked car	Greenwood Subdivision	Preventable	6 months
10/19/2017	424	Bus rear ended	Rosenberg Yard	Non preventable	10 years
10/26/2017	317708	Bus struck gate at apartment	Fountains Apartments	Preventable	2 years
10/30/2017	266	Bus hit by limb hanging off truck	Edgewood	Non preventable	2 years

Routing and Scheduling

We have the following routes in operation

R O U T I N G						
TRACK	REG	SPED	MIDDAY	DISTRICT VANS	ALC	NUMBER OF DISPLACED STUDENTS
BLUE	29	10	6	1		52
RED	42	7	15	2		49
GOLD	26	13	14	2	1	52
MAROON	50	6	8			32
PURPLE	20	2	7	1	3	5
TOTAL	167	38	52	6	4	190

Training and Other Events

Monthly training events continued for all drivers and aides by track. Sessions were also held for flex drivers and BOSs (Bus Operations Specialists).

Field Trips

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	496	12,893	116	1616	389
Fulshear	233	17,505	328	3369	487

Student Discipline

A total of 497 discipline reports were issued this month

Vehicle Maintenance

The maintenance department responded to 24 breakdowns where the bus needed attention or replacement on the road.

The electronic fuel controller is back in service and is generating a new report, providing usage breakdown by department and product.

LAMAR CISD TRANSPORTATION

Activity Summary Report By Account For

October 2017

		Number of Transactions		Qty	Amount
Account :	001	VOCATIONAL			
Product :	01	Unleaded	1	4.6	\$7.64
Product :	02	#2 Diesel	13	325.1	\$560.48
Account Totals :			14	329.7	\$568.12
Account :	034	DISTRIBUTION			
Product :	01	Unleaded	42	757.9	\$1,244.89
Account Totals :			42	757.9	\$1,244.89
Account :	050	MAINTENANCE			
Product :	01	Unleaded	231	3982.2	\$6,613.78
Product :	02	#2 Diesel	137	1056.7	\$1,806.69
Account Totals :			368	5038.9	\$8,420.48
Account :	053	TECHNICAL SERVICES			
Product :	01	Unleaded	24	381.2	\$633.26
Account Totals :			24	381.2	\$633.26
Account :	060	TRANSPORTATION			
Product :	01	Unleaded	130	2246.9	\$3,710.26
Product :	02	#2 Diesel	1610	55472.7	\$94,723.64
Account Totals :			1740	57719.6	\$98,433.89
Account :	080	SECURITY			
Product :	01	Unleaded	49	717.8	\$1,180.50
Account Totals :			49	717.8	\$1,180.50
Account :	78	FOODSERVICE			
Product :	01	Unleaded	29	509.9	\$847.05
Account Totals :			29	509.9	\$847.05

Resource Persons:

Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

INFORMATION ITEM: HOLDSWORTH CENTER UPDATE

The Holdsworth Center experience in October focused on a trip to Toronto to visit the school system and school leaders throughout the area. The visit focused on several of the key capabilities of strong districts, including:

- District Culture
- Aligned Leadership Definition
- Organizational Infrastructure
- Identifying Future Leaders
- Placing and Supporting Leaders

The group was privileged to work with Kate Sharpe and Jeanie Nishimura with the Mentor-Coaching Institute in partnership with Education Leadership Canada. LCISD also worked with Catherine McCullough, Director of Education in the Province of Ontario from 2007 to 2014. Dr. McCullough is also working with Dr. Ken Leithwood on a project for Directors of Education and System Leaders, leveraging his current research project entitled “Strong Districts and their Leadership”.

The in-depth study of the Toronto system culminated in a presentation by Dr. John Malloy, Director of Education of the Toronto District School Board and past Assistant Deputy Minister and Chief Student Achievement Officer with the Ontario Ministry of Education.

Resource Persons: Valerie Vogt, Chief Academic Officer