



A PROUD TRADITION | A BRIGHT FUTURE

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REGULAR BOARD MEETING

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Thursday, May 17, 2018

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  
SPECIAL BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
MAY 17, 2018  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - CTE Vet Tech Program at George Ranch High School and Terry High School
4. Recognitions/awards
  - A. Valedictorians and Salutatorians
5. Introductions
6. Audience to patrons
7. Approval of minutes
  - A. April 17, 2018 - Special Meeting (Workshop) 6
  - B. April 19, 2018 - Regular Board Meeting 10
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 out-of-state student trip requests, including, but not limited to:
      - a. Career and Technical Education 19
      - b. George Ranch High School Theater 20
      - c. Terry High School Rangerettes 21
    2. Consider adoption of the Don Carter Elementary School mascot and School colors 22
    3. Consider approval of Interlocal Agreement for certain special educational services between Lamar CISD and Needville ISD 27
  - B. **Goal: Planning**
    1. Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors 34
    2. Consider approval of budget amendment requests 35
    3. Consider ratification of Financial and Investment Reports 38
    4. Consider approval of vehicle purchases for School Resource Officers 42

5. Consider approval of order authorizing the conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to a new rate period; authorizing the preparation of a remarketing memorandum; and enacting other provisions relating thereto	44
6. Consider approval of resolution expressing intent to finance expenditures to be incurred	55
7. Consider approval of an order authorizing the issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2018; approving the preparation of an official statement; and enacting other provisions relating thereto	59
8. Consider approval of eligible underwriting firms for issuance of Schoolhouse Bonds - 2017 Bond Referendum	98
9. Consider ratification of donations to the district, including, but not limited to:	100
a. Common Threads	
b. Foster High School	
c. Churchill Fulshear High School	
d. Huggins Elementary School	
e. Lamar Consolidated High School	
f. Dean Leaman Junior High School	
g. Terry High School	
h. Velasquez Elementary School	
10. Consider approval of resolution recognizing hazardous traffic conditions	101
11. Consider approval of final payment for Bentley Elementary School	139
12. Consider approval of additional services for KCI Engineers at Foster water plant upgrades	141
13. Consider approval of library casework at Carter Elementary School	143
14. Consider approval of water and sewer fees to City of Fulshear for Roberts Middle School	145
15. Consider approval of change order #1 for access controls	147
16. Consider approval of change order #1 for district-wide site lighting	149
17. Consider approval of architect contract for the new High School #6 and Junior High School #6	151
18. Consider approval of the procurement method for the Austin Elementary and Seguin Early Childhood Center roof replacement projects	152
19. Consider approval of use of District Facility	154
20. Elect Board Officers to serve from May 2018 to May 2019	156
21. Consider authorization of use of current facsimile plates	157
<b>C. Goal: Technology</b>	
1. Consider approval of interactive panel and projector purchases	158
2. Consider approval of Discovery Education Streaming	159

## 11. INFORMATION ITEMS

### A. Goal: Instructional

- 1. Memorandum of Understanding with Oliver Foundation 164
- 2. 2017-2018 School Health Advisory Council 172
- 3. Lamar CISD Whole Child Safety and Wellness Model 173

**B. Goal: Planning**

- 1. Tax Collection Report 174
- 2. Payments for Construction Projects 180
- 3. Bond Update 183
- 4. Projects funded by 2011 available bond funds 193
- 5. Transportation Update 194

**12. CLOSED SESSION**

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time\_\_\_\_\_)

- 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 197
  - a. Approval of personnel recommendations for employment of professional personnel 198
  - b. Employment of professional personnel (Information) 209
  - c. Employee resignations and retirements (Information) 218
  - d. Consider renewals for late hires 223
  - e. Consider approval of non-renewal of a term contract employee 225
  - f. Consider employment of Executive Director for Student Programs 226
  - g. Reassignment of professional personnel (Information) 229
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

ADJOURNMENT: (Time\_\_\_\_\_)

RECONVENE IN OPEN SESSION

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



On this 11th day of May 2018 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*

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 April 2018, 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
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member

**Members Absent:**

Joe Hubenak	Member
Melisa Roberts	Member

**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Executive Director of Facilities & Planning
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	Chief of Staff
David Jacobson	Chief Technology Information Officer

**BUSINESS TRANSACTED**

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

**2. Discussion of April 19<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the April 19<sup>th</sup> Regular Board Meeting agenda items.

## Minutes of Special Board Meeting March 20, 2018 – page 2

### 10. ACTION ITEMS

#### 10. A GOAL: INSTRUCTIONAL

##### 10. A-1 Consider approval of out-of-state student trip requests, including, but not limited to:

###### a. Churchill Fulshear High School Storm Dance Team

Ms. Kaminski asked if this was supposed to be 2019. Ms. Haack said that it is a year from now so they can start fundraising. They will work with the group to book and get an estimate of the costs and it is recommended they get it approved at least a year out so they have time to plan.

##### 10. A-2 Consider approval of the 2018-2019 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program

Ms. Kaminski said that it states the records are destroyed by school officials. Ms. Haack said they are not retained in reference to the student's information. Ms. Kaminski asked if we have any students that perhaps need to be followed. Ms. Haack said as administrators they can request permission to see the previous year's records when they return to their home campus. It is never released, it is confidential.

##### 10. A-3 Consider approval of the 2018-2019 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center

Ms. Kaminski said there are approximately over 400 students that were detained this year and there are only 5 teachers. How does this system work? Ms. Haack said they can be arrested anywhere in Fort Bend County, they are not all from our campuses. These students are generally here for a very short amount of time, 10-15 days. She said Lamar CISD educates these kids while they are at JDC. Other Fort Bend County kids attend this and Lamar CISD is responsible for them. Ms. Kaminski said it seemed there was mention of special education students and being expelled. Ms. Haack said if they are detained out in Fort Bend County then they go to JDC, it is not the school placing them there. To expel a special education student to JJAEP you must go through the ARD first. They evaluate the behavior that occurred and determine if the child's disability contributed to the behavior that occurred. Many times, this is linked. There are levels of protection for those children. There are special education certified teachers at these sites.

##### 10. A-4 Consider approval of Advise Texas partnership agreement with Texas A&M University

Dr. Harrell asked if there was talk about this being offered at other schools. Dr. Randle said THS is the only one we have received a grant for. The school must qualify with the economically disadvantaged students. He reminded the board that there are College and Career Facilitators on every campus.

##### 10. A-5 Consider approval of shared service agreement with Aldine ISD for services to students with Dyslexia Grant (Texas Education Code, 29.027 as added by House Bill 21, Section 3, 85th Texas Legislature, 2017)

Ms. Kaminski said this states if the district gets the grant, is that correct. Ms. Franklin said yes. Ms. Kaminski asked if there are any specific programs for ages 3-9 for Dyslexic children. Ms. Franklin said we have an intervention program. This specific

## **Minutes of Special Board Meeting March 20, 2018 – page 3**

grant is aimed towards breaking down the barriers for students in the general education classroom. This is for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> graders.

### **10. B GOAL: PLANNING**

#### **10. B-3 Consider approval of budget amendment requests**

Ms. Kaminski asked about the vehicle for the food service department, she wanted to know if there was another way to purchase. Ms. Ludwig said that food service and the child nutrition fund is its own funding source, so it is a self-balancing set of accounts. All their fixed assets, as well as, supplies and materials are bought through this fund. Ms. Kaminski asked if the portable buildings will include security equipment. Ms. Ludwig said they are all equipped with the same types of alarms and cameras as the others.

#### **10. B-5 Consider approval of Municipal Advisory and Continuing Disclosure Services**

Dr. Harrell asked what the rules were do we RFQ for underwriters but not for financial planners. Ms. Ludwig said Municipal Advisory and underwriting are professional services and you cannot competitive bid these, you can only do a RFQ. You can do a RFQ but are not required by law. She said they met with Hilltop Securities and Post Oak and after the meetings it was determined that staying with the personnel with Post Oak was in the best interest of the district. Mr. Steenbergen asked the board if they understood what was going on and asked Ms. Ludwig to explain the change. Ms. Ludwig said that two individuals that we primarily worked with from Hilltop Securities, left the firm and started their own firm. Their assistance has been impeccable with the district. The district is confident with the skills and knowledge that they have. Dr. Randle said this is Terrell Palmer. Dr. Harrell asked if these two people are the ones that handled our accounts. Ms. Ludwig said yes.

#### **10. B-6 Consider approval of fund projects with 2011 bond program available funds**

Ms. Kaminski asked how many police vehicles are considered obsolete right now. Mr. Steenbergen said there will be a total of 10 cars purchased, 8 approved here and 2 already in general fund. There are 4 cars that are being replaced and 6 for potential police officers.

#### **10. B-15 Consider approval of Micro Integration video surveillance integration services at multiple projects**

Ms. Kaminski asked about the video surveillance policy that this item references. Mr. Hoyt said it is more of a practice that the district is using. Dr. Randle said this is not a policy of who to watch and when to watch, this is a policy of the procedures they use when they are setting up. She asked if the police department is involved in the set up. Mr. McKeever said yes they are invited during the design mode, they can help with the locations for the placement of cameras.

### **3. AUDIENCE TO PATRONS**

None

**11. INFORMATION ITEMS**

**11. A GOAL: INSTRUCTIONAL**

**11. A-1 Updated Memorandum of Understanding for Texas State Technical College Dual Enrollment**

Dr. Harrell asked if we are doing anything different. Ms. Haack said the only difference is we are adding additional certifications. Ms. Kaminski asked if we have a record of how many students attend and have continued. Ms. Haack said yes, they are tracked. Dr. Randle reminded them that TSTC does not get paid until the students have a job.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations for employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements (Information)
  - d. Consider renewal of contract for professional teachers/support personnel
  - e. Consider approval of non-renewal of professional employees including teachers
  - f. Consider employment of Deputy Superintendent for Support Services
  - g. Reassignment of professional personnel (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
  - b. Consider the purchase of a parcel of land consisting of approximately 15 acres, more or less, located along Beechnut Drive near the intersection of Beechnut Drive and Peek Road in Fort Bend County, Texas, to be used for an elementary school campus or other District facilities
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 7:00 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
President of the Board of Trustees

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**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 19<sup>th</sup> day of April 2018, 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	Executive Director of Facilities & Planning
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
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Chief Academic Officer
Rick Morris	Attorney

**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 – Terry High School zSpace**

The following Terry High School students presented how they use zSpace in the classroom and gave the Board members a hands-on demonstration:

Elana Hernandez  
Chibuzo Igweh  
Farman Khan  
Ashley Navarro  
Florence Pham  
Sydney Sorto

### **4. RECOGNITIONS/AWARDS**

None

### **5. INTRODUCTIONS**

Dr. Kathleen Bowen introduced new staff to the Board:

Nicholas Cavallo, campus coordinator/head football coach at George Ranch High School  
Anitra Wilson, principal at Williams Elementary School

### **6. AUDIENCE TO PATRONS**

Ms. Latisha Greely addressed the Board about her son who attends George Ranch High School. She feels her son has been wrongfully expelled and charged with a felony. She wants him to return to regular school vs. ALC.

### **7. APPROVAL OF MINUTES**

#### **A. MARCH 20, 2018 SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the minutes of March 20, 2018 Special Meeting (Workshop). The motion carried unanimously.

#### **B. MARCH 22, 2018 REGULAR BOARD MEETING**

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the minutes of March 22, 2018 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. She also reported that the Technology Committee did not meet but reported the status of projects in the District. She also reported that the Finance Committee met and they were given an overview of the items on the agenda tonight. She went to the Lamar Consolidated High School Senior Serve and the NHS ceremony. She also attended the YIP Luncheon where they awarded over \$171,000 in scholarships.

**Minutes of Regular Board Meeting April 19, 2018 – page 7**

**9. SUPERINTENDENT REPORTS**

**a. Meetings and Events**

Very proud of our students at the YIP luncheon.

The 37<sup>th</sup> annual Special Olympics track meet was this past weekend, but had to be canceled due to weather. He wanted to honor and recognize the students and volunteers on how they entertained everyone when there was a delay due to weather.

The annual job fair is Saturday, April 21<sup>st</sup> at Foster High School.

There is a Digital Media Festival at Foster High School on April 26<sup>th</sup>.

**b. Information for Immediate Attention**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A.5; 10. B-1 – 10. B-16; and 10. C-1.**

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

**10. A GOAL: INSTRUCTIONAL**

**10. A-1 Approval of out-of-state student trips requests, including, but not limited to:**

**a. Churchill Fulshear High School Storm Dance Team**

Approved out-of-state travel for Churchill Fulshear High School Storm Dance Steam to travel to Orlando, Florida on April 26 – 29, 2019.

**b. George Ranch High Speech and Debate**

Approved out-of-state travel for George Ranch High School Speech and Debate to attend the 2018 National Speech and Debate Tournament in Fort Lauderdale, Florida on June 17 – 23, 2018.

**c. Math Finalists**

Approved out-of-state travel for the district math finalists to the National MathCON Competition at the University of Illinois in Chicago, Illinois on May 5, 2018.

**10. A-2 Approval of the 2018-2019 Memorandum of Understanding for the Operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program**

Approved the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2018-2019 school year. (See inserted pages 7-A – 7-K.)



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**10. A-3 Approval of the 2018-2019 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center**

Approved the Memorandum of Understanding for Educational Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2018-2019 school year. (See inserted pages 8-A – 8-G.)

**10. A-4 Approval of Advise Texas partnership agreement with Texas A&M University**

Approved a partnership agreement and addendum with Texas A&M University (“TAMU”) for the Advise Texas program with Lamar CISD. (See inserted pages 8-H – 8-K.)

**10. A-5 Approval of shared service agreement with Aldine ISD for services to students with Dyslexia Grant (Texas Education Code, 29.027 as added by House Bill 21, Section 3, 85th Texas Legislature, 2017)**

Approved the Shared Service Agreement between Lamar CISD and Aldine ISD for the 2018-2019 school year if awarded the Services to Students with Dyslexia Grant. (See inserted pages 8-L – 8-M.)

**10. B GOAL: PLANNING**

**10. B-1 Discussion and approval of proposed dates for regular board meetings and workshops for the 2018-2019 school year**

Approved the following regular board meeting and workshop schedule for the 2018–2019 school year.

<b>June</b>	<b>December</b>
19 Board Workshop	18 Board Workshop
21 Regular Board Meeting	20 Regular Board Meeting
<b>July</b>	<b>January</b>
NO MEETING	15 Board Workshop
	17 Regular Board Meeting
<b>August</b>	<b>February</b>
2 Special Board Meeting	19 Board Workshop
14 Board Workshop	21 Regular Board Meeting
16 Regular Board Meeting	
<b>September</b>	<b>March</b>
18 Board Workshop	19 Board Workshop
20 Regular Board Meeting	21 Regular Board Meeting
<b>October</b>	<b>April</b>
16 Board Workshop	16 Board Workshop
18 Regular Board Meeting	18 Regular Board Meeting
<b>November</b>	<b>May</b>
13 Board Workshop	14 Board Workshop
15 Regular Board Meeting	16 Regular Board Meeting

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The following conferences are scheduled for 2018-2019:

- TASB Summer Leadership Institute – June 14 - 16, 2018 – San Antonio
- TASA/TASB Convention – September 28 – 30, 2018 – Austin
- TASB Winter Governance & Legal Seminar – February 21 – 23, 2019 – Galveston Island
- National School Boards Association Conference – March 30 – April 1, 2019 – Philadelphia, PA

### **10. B-2 Ratification of Quarterly Investment Report**

Ratified the quarterly investment report as submitted for the quarter ending February 28, 2018. (See inserted pages 9-A – 9-F.)

### **10. B-3 Approval of budget amendment requests**

Approved the budget amendment requests. (See inserted pages 9-G – 9-H.)

### **10. B-4 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

### **10. B-5 Approval of Municipal Advisory and Continuing Disclosure Services**

Approved Post Oak Municipal Advisors LLC for municipal advisory and continuing disclosure services for a five-year period beginning April 19, 2018 with automatic one-year renewals unless terminated by the District or the Firm, and authorized the Superintendent to execute the contract. (See inserted pages 9-I – 9-U.)

### **10. B-6 Approval of fund projects with 2011 bond program available funds**

Approved the purchase of up to eight (8) fully-equipped police vehicles at an amount not to exceed \$425,000, to be funded with proceeds remaining from the 2011 bond program.

### **10. B-7 Approval of independent auditors for the 2017-2018 school year**

Approved the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2017-2018 school year. (See inserted pages 9-V – 9-EE.)

### **10. B-8 Approval of Instructional Materials Allotment and TEKS Certification for 2018-2019**

Approved the Instructional Materials Allotment and TEKS Certification for the 2018-2019 school year. (See inserted page 9-FF.)

### **10. B-9 Approval of resolutions proclaiming:**

#### **a. Public School Paraprofessionals' Day**

Approved the attached resolution proclaiming May 9, 2018 as Public School Paraprofessionals Day in the Lamar Consolidated Independent School District. (See inserted page 9-GG.)

**b. School Nurses' Week**

Approved the attached resolution proclaiming May 6 - 12, 2018 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 10-A.)

**c. Teacher Appreciation Week**

Approved the attached resolution proclaiming May 7 - 11, 2018 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 10-B.)

**10. B-10 Approval of HVAC test and balance service for Culver Elementary School**

Approved Engineered Air Balance for the HVAC test and balance service for Culver Elementary School in the amount of \$109,680, and authorized the Board President to execute the agreement. (See inserted pages 10-C – 10-D.)

**10. B-11 Approval of HVAC test and balance service for Fulshear High School shell space**

Approved Engineered Air Balance for the HVAC test and balance service for Fulshear High School shell space in the amount of \$24,455, and authorized the Board President to execute the agreement. (See inserted pages 10-E – 10-F.)

**10. B-12 Approval of HVAC test and balance service for Roberts Middle School**

Approved Engineered Air Balance for the HVAC test and balance service for Roberts Middle School in the amount of \$95,515, and authorized the Board President to execute the agreement. (See inserted pages 10-G – 10-H.)

**10. B-13 Approval of CSP #06-2018VRG for Roberts Middle School**

Approved Drymalla Construction Company for the construction of Roberts Middle School in the amount of \$19,480,510 and authorized the Board President to sign the agreement.

**10. B-14 Approval of materials testing for Roberts Middle School**

Approved Terracon, Inc., for materials testing for Roberts Middle School in the total amount of \$114,967 and authorized the Board President to execute the agreement. (See inserted pages 10-I – 10-T.)

**10. B-15 Approval of Micro Integration video surveillance integration services at multiple projects**

Approved Micro Integration for the design review and integration of video surveillance cameras at Carter Elementary, Culver Elementary, Roberts Middle, Maintenance & Operations, Support Services and the Natatoriums at Foster High, Fulshear High, and George Ranch High in the total amount of \$17,000 and authorized the Board President to sign the agreement. (See inserted pages 10-U – 10-V.)

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**10. B-16 Approval of roof consultant contract**

Approved BEAM Professionals, a PBK Company, for the roof replacement projects at Seguin Early Childhood Center and Austin Elementary School and allow the Board President to execute the contract.

**10. C GOAL: PERSONNEL**

**10. C-1 Approving delegation of final authority to the Superintendent to employ contractual employ**

Delegated final authority to the Superintendent to employ contractual employees for the 2018-2019 school year during the months of May, June, July, and August.

**11. INFORMATION ITEMS**

**11. A GOAL: INSTRUCTIONAL**

**11. A-1 Updated Memorandum of Understanding for Texas State Technical College Dual Enrollment**

**11. A-2 A-F Accountability System Overview**

Mr. Moore presented to the board.

**11. B GOAL: PLANNING**

**11. B-1 Tax Collection Report**

**11. B-2 Payments for Construction Projects**

**11. B-3 Bond Update**

**11. B-4 Projects funded by 2011 available bond funds**

**11. B-5 Transportation Update**

**11. B-6 Medical/Rx Plan Structural Changes**

**11. B-7 Strategic Planning**

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

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

## **Minutes of Regular Board Meeting April 19, 2018 – page 12**

- e. Consider approval of non-renewal of professional employees including teachers
- f. Consider employment of Deputy Superintendent for Support Services
- g. Reassignment of professional personnel (Information)
1. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
  - b. Consider the purchase of a parcel of land consisting of approximately 15 acres, more or less, located along Beechnut Drive near the intersection of Beechnut Drive and Peek Road in Fort Bend County, Texas, to be used for an elementary school campus or other District facilities
2. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 8:02 p.m. for the purposes listed above.

### **RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION**

The Board reconvened in Open Session at 8:31 p.m.

#### **12. A-1(d) Consider renewal of contract for professional teachers/support personnel**

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the renewal of contracts for professional teachers/support personnel except those identified in the addendum. The motion carried unanimously. (See inserted pages 12-A – 12-PPPP.)

#### **12. A-1(e) Consider approval of non-renewal of professional employees including teachers**

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the administration’s recommendation that the Board propose the nonrenewal of Ms. Nikitra Hamilton’s term contract of employment at the end of its term for the current school year and authorized the Superintendent or his designee to give notice of this action. The motion carried unanimously. (See inserted page 12-QQQQ.)

#### **12. A-1(f) Consider employment of Deputy Superintendent for Support Services**

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve the recommendation of Leslie Haack as the Deputy Superintendent for Support Services. The motion carried unanimously.

#### **12. A-2(b) Consider the purchase of a parcel of land consisting of approximately 15 acres, more or less, located along Beechnut Drive near the intersection of Beechnut Drive and Peek Road in Fort Bend County, Texas, to be used for an elementary school campus or other District facilities**

It was moved by Dr. Harrell and seconded by Ms. Kaminski that the Board of Trustees approve the purchase of approximately 15 acres, more or less located along Beechnut Drive near the intersection of Beechnut Drive and Peek Road in Fort Bend

**Minutes of Regular Board Meeting April 19, 2018 – page 13**

County, Texas, to be used for an elementary school campus or other District facilities; and authorized the Superintendent to negotiate and execute a final sale and purchase agreement, as well as any related necessary amendments, closing documents, and post-closing documents related thereto. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

None

**UPCOMING MEETINGS AND EVENTS**

Job Fair on April 21<sup>st</sup>  
Employee Banquet  
Teacher of the Year Banquet on May 1<sup>st</sup>  
Required Board Training

**ADJOURNMENT**

The meeting adjourned at 8:34 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
**President of the Board of Trustees**

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**Kay Danziger**  
**Secretary of the Board of Trustees**

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Lamar Consolidated High School, George Ranch High School, Foster High School, Churchill Fulshear High School, Lamar Junior High School, Antoinette Reading Junior High School, and Briscoe Junior High School Career and Technical Education (CTE) and non-CTE students that have qualified to travel to the Technology Students Association (TSA) National contest in Atlanta, Georgia on June 20-27, 2018.

**IMPACT/RATIONALE:**

Approximately 110 students from LCHS, GRHS, FHS, CFHS, LJH, ARJH, and BJH students and 12 chaperones and administrators request to travel to Atlanta, Georgia on June 20 - 27, 2018 to attend the Technology Students Association (TSA) National Competition. The approximate cost for the students, sponsors, and administrators will be approximately \$75,000. This includes meals, charter bus transportation, lodging, and registration fees. The expenses for the trip will be paid from the district's Career and Technical Education (CTE) budget, school budgets and activity funds.

**BACKGROUND INFORMATION:**

April 14 through April 17, these TSA students from LCHS, GRHS, FHS, CFHS, LJH, ARJH, and BJH TSA students, under the supervision of High School Project Lead the Way engineering instructors Kristin Rausch, Adam Frenzel, Emily Gresham, Jessica Janis, Doug Matheson, and junior high Technology Education instructors Robert Klockman, Rachelle Ferguson, Lori Stafford, Stephen Santos and CTE instructor Melinda Brasuell competed at the state contest in Fort Worth, Texas and earned the right to participate at the national competition. Students competed in STEM-based events such as Structural Engineering, Transportation Modeling, Scientific and Technical Visualization, Inventions and Innovations, Microcontroller Design, Technology Bowl, Dragster Design, Technical Sketching, Technology Problem Solving, Animatronics, and Future Technology Teacher.

Submitted by:           Joel Garrett, Director, CTE  
                                  Leslie Haack, Deputy Superintendent of Support Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve international travel for George Ranch High School Theatre to attend the 2019 American High School Theatre Festival in Edinburgh, Scotland in August 2019.

**IMPACT/RATIONALE:**

George Ranch High School Theatre requests permission to travel to Edinburgh, Scotland from August 9-23, 2019 by airplane. The approximate cost for each student and sponsor/chaperone is \$6,000 for a grand total of \$108,000. Sixteen students are expected to participate, as well as two staff members and three chaperones. Meals, airfare, lodging, festival registration, sightseeing expenses, and ground transportation are included in the costs. All funds will be fundraised by the George Ranch Theatre Booster Club.

**BACKGROUND INFORMATION:**

The George Ranch High School Theatre program was last selected to perform in the 2015 American High School Theatre Festival, held at the Edinburgh Festival Fringe, the world's largest performing arts festival. Selection for the festival is extremely rigorous and is based on a school's recent body of work, honors and awards, technical ability, community involvement, philosophies, and peer recommendations. Approximately 40 American high schools were selected to participate in this festival of over 42,000 performances and one million visitors.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Ramiro Estrada, Director, Performing and Visual Arts

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for the Terry High School Rangerettes Dance Team to travel to Orlando, Florida on March 7–11, 2019.

**IMPACT/RATIONALE:**

The Terry High School Rangerettes Dance Team requests permission to travel to Orlando, Florida on March 7 - 11, 2019 by airplane. The approximate cost per individual will be \$1,550, which includes the cost of air fare, meals, hotel, ticket fees, tuition, and ground transportation. Total cost of the trip is estimated to be \$46,500. Thirty students are expected to participate. Jessica Wilson, Rangerettes Dance Director; Teresa Sturm, Rangerettes Assistant Director; Dr. Andree Osagie, Terry High School Principal; and four parent chaperones will accompany the students. The expenses for the trip will be paid for by fundraising activities by the Terry High School Rangerettes Dance Team Booster Club.

**PROGRAM DESCRIPTION:**

The Terry High School Rangerettes Dance Team will participate in three Disney Performing Arts Workshops to include Disney Dancin', Dance Technique-Hip Hop and Dance Technique-Jazz. The Terry High School Rangerettes Dance Team last traveled out of state to Orlando, Florida in March 2016.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER ADOPTION OF THE DON CARTER  
ELEMENTARY SCHOOL MASCOT AND SCHOOL COLORS**

**RECOMMENDATION:**

That the Board of Trustees approve Coyotes as the mascot and navy blue and lime green as the school colors for Don Carter Elementary School.

**IMPACT/RATIONALE:**

Feedback was gathered from students zoned to Don Carter Elementary School during a meeting with the principal. Students in attendance were able to choose from 3 suggested mascots designed by Lamar CISD Graphic Arts. Following each presentation, students were able to submit their vote.

Attachments:

- 1) Parent letter
- 2) Graphics of the 3 recommendations of school mascots students voted on
- 3) Voting results (pie chart)
- 4) Sample of student ballot

Submitted by:           Linda Lane, Executive Director of Elementary Education  
                              Henva Medlow, Principal, Don Carter Elementary School

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

April 17, 2018

Dear Future Carter Elementary Families,

I am so excited to be transitioning to Don Carter Elementary School as your new Principal! What excites me most is that so many of my current families and staff from Williams Elementary will be joining me to build our legacy and create a culture and climate of excellence on a new campus!

As we prepare for the opening of Carter, I want the kids, parents and the community to be a part of this exciting process. Starting on April 30, our social media platforms will be launched on both Facebook and Twitter. Please follow us for updates on the progress of our school and dress code, as well as information about other events to be held in the near future. Additionally, starting May 1, our Carter newsletter will be sent bi-weekly to introduce staff members as they are hired, provide dates for you to mark in your calendar, and give information about opportunities and events you will not want to miss!

Your child will be invited to attend a brief meeting at Williams on April 20 at 2:00pm in the gym. Only the students that will be attending Carter Elementary for the 2018-2019 school year will be in attendance. Not only will this give the students an opportunity to see all of the kids from Williams who will be attending Carter, but they will also learn all about our dynamic name sake, Coach Don Carter, and vote on a mascot!

Parents, I did not forget about you! I will also be planning a parent meeting in the near future to showcase the Carter floor plan, brainstorm priority areas and discuss volunteer opportunities. During this meeting, I welcome your ideas, creativity and feedback as we work together to open our new school.

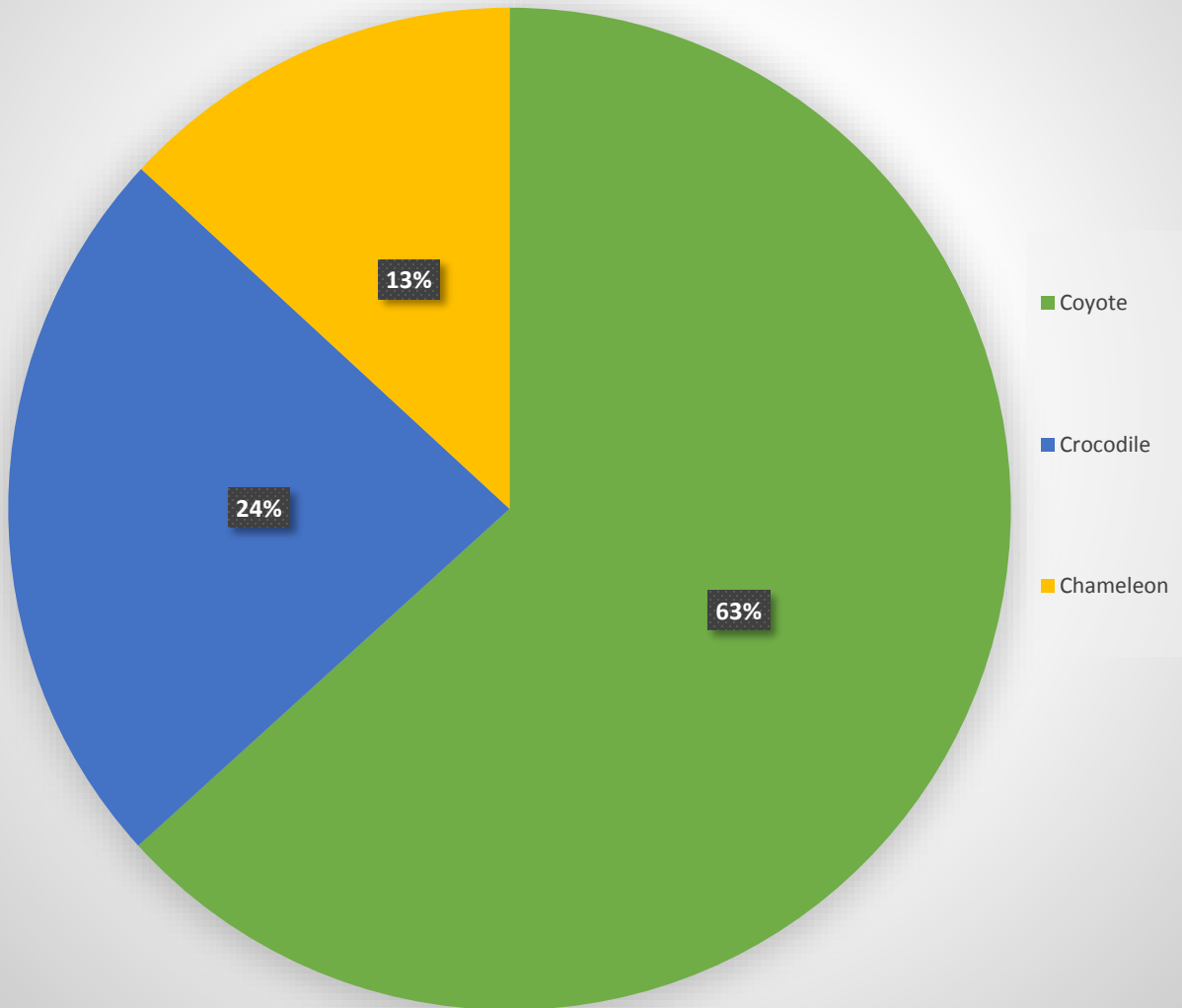
Thank you so much for all of your support over the years! I look forward to our continued partnership.

Sincerely,

Henva B. Medlow



**Don Carter Elementary Mascot/School Colors  
Voting Results  
(373 students voted)**



**Vote for your favorite**

**Carter ES mascot!**

\_\_\_\_\_ Carter Chameleons

\_\_\_\_\_ Carter Coyotes

\_\_\_\_\_ Carter Crocodiles

**Vote for your favorite**

**Carter ES mascot!**

\_\_\_\_\_ Carter Chameleons

\_\_\_\_\_ Carter Coyotes

\_\_\_\_\_ Carter Crocodiles

**Vote for your favorite**

**Carter ES mascot!**

\_\_\_\_\_ Carter Chameleons

\_\_\_\_\_ Carter Coyotes

\_\_\_\_\_ Carter Crocodiles

**Vote for your favorite**

**Carter ES mascot!**

\_\_\_\_\_ Carter Chameleons

\_\_\_\_\_ Carter Coyotes

\_\_\_\_\_ Carter Crocodiles

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT FOR CERTAIN SPECIAL  
EDUCATIONAL SERVICES BETWEEN LAMAR CISD AND NEEDVILLE ISD**

**RECOMMENDATION:**

That the Board of Trustees approve an interlocal agreement with Needville ISD for special educational services with Lamar CISD for summer Extended School Year (ESY) programming.

**IMPACT/RATIONALE:**

Lamar CISD will provide the special education summer Extended School Year (ESY) programming for one student that is zoned to Needville ISD. The reasoning is that Needville ISD does not have specialized autism programming that can meet the needs of this student. Since the end of October 2017, this student has been serviced within Lamar CISD in a special education Social Integration Program (SIP) classroom.

**PROGRAM DESCRIPTION:**

Needville ISD and Lamar CISD collaborate to best meet the needs of this one elementary age student. Needville ISD staff and Lamar CISD staff continually communicate to ensure FAPE for the student. The dates for services will be the Lamar CISD summer Extended School Year (ESY) dates of June 18-21, June 25-28, July 16-19, July 23-26, and July 30-August 2. The timeframe will be 8:00AM-12:00PM; Monday through Thursday. The student will be serviced in an already existing special education Social Integration Program (SIP) classroom in order to lessen the likelihood that the student will lose skills after a long, extended summer break. Needville ISD will compensate Lamar CISD \$1,500 along with the total ADA amount received from the State of Texas on behalf of the student.

Submitted by: Tiffany Mathis, Director of Special Programs  
Valerie Vogt, Chief Academic Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **INTERLOCAL AGREEMENT FOR CERTAIN SPECIAL EDUCATIONAL SERVICES**

This Interlocal Agreement for Education Services (“Agreement”) is made pursuant to Section 791.011(c)(2) of the Texas Government Code by and between LAMAR INDEPENDENT CONSOLIDATED SCHOOL DISTRICT (“Lamar CISD”) and NEEDVILLE INDEPENDENT SCHOOL DISTRICT (“Needville ISD”) (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

### **PREMISES**

**WHEREAS**, Lamar CISD currently provides certain special education services determined by an Admission Review and Dismissal Committee (ARD Committee) to be appropriate in nature to a Needville ISD student;

**WHEREAS**, Needville ISD is not able to provide those same services to this student;

**WHEREAS**, both Parties wish to enter into this Agreement so that a certain Needville ISD student can attend the Lamar CISD program as described and set forth herein; and

**WHEREAS**, this Agreement is authorized by Section 791.011(c)(2) of the Texas Government Code, as both Parties are permitted under Texas law to provide the subject education services.

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

### **AGREEMENT**

**1. Purpose.** Pursuant to this Agreement, Lamar CISD shall make available to a certain Needville ISD student certain courses and instructional settings and programs (“Programs”) in exchange for defined fees as set forth more fully below.

**2. Term and Termination.**

(a) This Agreement shall be effective as of the Effective Date defined below and shall remain in effect until the end of Lamar CISD’s ESY programming, ending on August 2, 2018. (ESY Dates: June 18-21, June 25-28, July 16-19, July 23-26, July 30-August 2.) After the Initial Term, this Agreement may be continued by the mutual written consent of both Parties for subsequent terms beginning and ending respectively on the first and final days of each of Lamar CISD’s subsequent school years (“Renewal Term(s)”). In making any written renewal, the Parties shall specify the respective beginning and end dates of the Renewal Terms.

(b) This Agreement may be terminated prior to the expiration by either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties within thirty (30) days. This Agreement may otherwise be terminated early upon the mutual written agreement of



the Parties. This Agreement shall also end upon the removal of the student from the program at the request of the student's parents or guardians, by decision of the ARD committee, by this student no longer residing within Needville ISD or the death of the student.

**3. Student Eligibility Requirements.** To be eligible for enrollment, the student must be recommended for this program by his ARD Committee.

**4. Faculty and Staff Qualifications.** Lamar CISD instructors and related service providers for the program shall meet all applicable federal, state and local laws, regulations, policies, certifications and requirements, including without limitation, that such instructors must have a current certification and be in good standing with the Texas State Board of Educator Certification ("SBEC"), must possess those qualifications satisfying any requirements of Section 504 of the American with Disabilities Act ("Section 504") and the Rehabilitation Act of 1973, and must possess those qualifications satisfying the Every Student Succeeds Act, S. 1177 and the Individuals with Disabilities Education Act. It shall be the responsibility of Lamar CISD to ensure all participating instructors and staff satisfy the requirements set forth in this Paragraph, and upon request, Lamar CISD shall provide to Needville ISD documents sufficiently demonstrating that any participating instructor or staff member satisfies such requirements.

**5. Location and Transportation.** Unless otherwise agreed to in writing by the Parties, the program shall be located at Wessendorff Middle School (Address: 5201 Mustang Avenue, Rosenberg, TX 77471). Needville ISD, at its cost, shall be responsible for transporting its participating student to and from this location.

**6. Modified Student Services.** Needville ISD shall be responsible for developing Individual Education Plans (IEPs) or Individual Accommodation Plans (IAPs) for the student and shall perform all other evaluations and develop appropriate educational plans for the student should the student need specialized services, including without limitation, students speaking English as a second language. Needville ISD shall provide to Lamar CISD copies of all appropriate records with respect to any such IEP, IAP or other specialized education plan. Upon receipt of such records for any participating student, Lamar CISD shall be responsible for ensuring that the subject courses and related instruction and accommodations comply that the respective IEP, IAP or other specialized education plan and any related laws and regulations.

**7. School Calendar and Length of School Day.** It is agreed that Lamar CISD's school calendar will be followed for instructional purposes, including transportation. It is also agreed that the student will be served by Lamar CISD from 8:00 AM-12:00 PM, Monday through Thursday.

**8. Program of Services.** It is agreed that Lamar CISD will provide facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and related services to the student in accordance with applicable law. Lamar CISD shall also be responsible for administering all appropriate state examinations for the student, including STAAR Alt. testing. During the period of this agreement, if Lamar CISD does not or cannot provide the necessary specialized facilities and certified personnel, Needville ISD may terminate services until such time as Lamar CISD can provide the necessary specialized services. The program of services and the extent of such services will be determined by the student's ARD Committee which will be

the responsibility of Needville ISD to convene and prepare. It is anticipated that the services will be provided within the Lamar CISD Elementary Social Integration Program (SIP) Classroom.

Needville ISD will provide copies of all pertinent school records on the student with parental or guardian permission. Lamar CISD agrees to make appropriate staff available to Needville ISD in order to attend any ARD meetings. Lamar CISD will agree to monitor, evaluate and assess the student's progress on the student's IEP.

It is agreed by the parties that should a due process hearing be filed by the parent of the student, the "stay put" placement will be the program provided by Lamar CISD.

It is agreed that Needville ISD will assume all costs and liabilities in the provision of a free appropriate public education, (FAPE) for the student and shall be responsible for all legal costs, court costs and attorney's fees resulting from litigation directly involving the student. The legal responsibilities shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of the Agreement.

**9. Funding and Fees.** In order to compensate Lamar CISD wholly and fully for undertaking the responsibilities described in #8, above and further described in the student's ARD/IEP document (which both parties agree is set forth in a separate confidential document), Needville ISD agrees to pay to Lamar CISD the total ADA amount received from the State of Texas on behalf of this student. Payment shall be made monthly upon proper invoicing. An additional \$1,500 payment shall also be made by Needville ISD to Lamar CISD. Both the ADA amounts and the \$1,500 payment shall be made by Needville ISD to Lamar CISD on a monthly pro-rated basis. Lamar CISD agrees to furnish Needville ISD with a monthly statement of the student's attendance. It is agreed that the student shall at all times be considered enrolled in the Needville ISD as long as the student's residence remains within Needville ISD.

**10. Liability.** No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

**11. Immunity as a Defense.** Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

**12. Notices.** Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses:

Needville ISD:           Needville Independent School District  
                                  PO Box 412  
                                  Needville, Texas 77534  
                                  (979) 793-4308 Phone  
                                  (979) 793-3823 Fax  
                                  Email: [rhodesc@needvilleisd.com](mailto:rhodesc@needvilleisd.com)  
                                  Attn: Curtis Rhodes, Superintendent

Lamar CISD: Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, TX 77471  
(832) 223-0000 Phone  
(832) 223-0002 Fax  
Email: [terandle@lcisd.org](mailto:terandle@lcisd.org)  
Attn: Dr. Thomas Randle, Superintendent

**12. Relationship.** The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or any employee or agent of the Parties. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

**13. Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Fort Bend County, Texas.

**14. Assignment.** No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

**15. Entire Agreement; Severability; Further Assurances.** This Agreement, including any Exhibits attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement.

**16. Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

**17. FERPA.** The Parties shall each comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), in performing their mutual obligations under this Agreement and shall cooperate with one another to assist in the other Party's compliance with same.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows, and shall be effective on the date of the last signature ("Effective Date"):

**[Signatures to follow]**

NEEDVILLE INDEPENDENT SCHOOL DISTRICT:

Curtis W. Rhodes  
Signature

Curtis W. Rhodes  
Name

Superintendent  
Title

5/10/18  
Date

LAMAR INDEPENDENT SCHOOL DISTRICT:

\_\_\_\_\_  
Signature

Dr. Thomas Randle  
Name

Superintendent  
Title

\_\_\_\_\_  
Date

Tiffany K. Mathis  
Signature

Tiffany K. Mathis  
Name

Director of Special Programs  
Title

5/10/18  
Date

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION ON THE  
TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS**

**RECOMMENDATION:**

That the Board of Trustees approve the nomination of \_\_\_\_\_ for Position A and Position C on the Texas Association of School Boards (TASB) Board of Directors.

**IMPACT/RATIONALE:**

Active member school boards may nominate an individual from its Board until July 2, 2018. The endorsement period, during which the district may support nominated candidates will open July 3 – August 29, 2018.

**PROGRAM DESCRIPTION:**

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year, with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as-needed basis, normally in conjunction with a Board meeting.

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**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

Jane Long Elementary is requesting a budget change to pay for Bilingual Facilitator travel to ESC Region 13 Coaching Conference.

199-11	Classroom Instruction	(199.00)
199-13	Curriculum and Instr. Staff Development	199.00

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Pink Elementary is requesting a budget change to pay for wireless services. Per TEA Resource Guide, funds for wireless services should be coded to function 51.

199-23	School Leadership	(450.00)
199-51	Plant Maintenance & Operations	450.00

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Briscoe Junior High is requesting a budget change to purchase music books.

199-36	Co-curricular/Extracurricular Activities	(1,000.00)
199-11	Classroom Instruction	1,000.00

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Foster High School is requesting a budget change to purchase cafeteria tables.

199-13	Curriculum and Instr. Staff Development	(3,000.00)
199-35	Food Services	3,000.00

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The Performing and Visual Arts Department is requesting two budget changes:

The first budget change is to purchase musical instruments.

199-51	Plant Maintenance & Operations	(19,630.00)
199-11	Classroom Instruction	19,630.00

The second budget change is to pay for administrator travel to chaperone Thespian Troupes to Lincoln, Nebraska.

199-21	Instructional Leadership	(1,550.00)
199-23	School Leadership	1,550.00

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The Special Education Department is requesting three budget changes:

The first budget change is to pay for interactive sensory projectors at Campbell Elementary and Hubenak Elementary.

199-13	Curriculum and Instr. Staff Development	(30,000.00)
199-11	Classroom Instruction	30,000.00



The second budget change is to pay for travel expenses and supplies to the Special Olympics State track meet and Health and Wellness Day.

199-13	Curriculum and Instr. Staff Development	(10,000.00)
199-36	Co-curricular/Extracurricular Activities	10,000.00

The third budget change is to purchase furniture to create office space at Administration Annex.

199-13	Curriculum and Instr. Staff Development	(8,000.00)
199-21	Instructional Leadership	8,000.00

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The Office of the Chief Financial Officer and the Child Nutrition Department are requesting an amendment to the budget for insurance recovery funds received for vehicle damage. The funds will be used to purchase a new vehicle.

240-00	Revenue	17,321.00
240-35	Food Services	17,321.00

The Office of the Chief Financial Officer and the Special Education Department are requesting an amendment to the budget for SHARS cost settlement for fiscal year 2014-15.

199-00	Revenue	80,000.00
199-41	Food Services	80,000.00

The Office of the Chief Financial Officer and the Transportation Department are requesting a budget change to purchase parts and tires. Classroom startup funds are being used to fund bus maintenance and repairs to be completed over the summer. Startup funds will be reallocated and/or adjusted when 2018-19 budgetary needs are quantifiable.

199-11	Classroom Instruction	(140,000.00)
199-34	Student Transportation	140,000.00

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

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

### **PROGRAM DESCRIPTION:**


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

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

- Ratification of April 2018 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 APRIL 2018 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 April total \$31,035,429 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	16,663,626
614	Employee Benefits	805,489
621	Professional Services	321,703
623	Education Services Center	35,964
624	Contracted Maintenance and Repair Services	1,027,850
625	Utilities	703,021
626	Rentals and Operating Leases	23,390
629	Miscellaneous Contracted Services	1,013,326
631	Supplies and Materials for Maintenance and Operations	388,337
632	Textbooks and Other Reading Materials	138,820
633	Testing Materials	42,251
634	Food Service	649,303
639	General Supplies and Materials	930,523
641	Travel and Subsistence -- Employee and Student	197,329
649	Miscellaneous Operating Costs/Fees and Dues	79,120
659	Other Debt Services Fees	3,500
661	Land Purchase and/or Improvements	5,305
662	Building Purchase, Construction, and/or Improvements	7,575,836
663	Furniture & Equipment - \$5,000 or more per unit cost	392,631
129	Misc. Receivable/Alternative Certification Fees	8,164
131	Inventory Purchases	21,846
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	8,095
<b>Total</b>		<b>31,035,429</b>

**PROGRAM DESCRIPTION:**

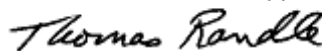
The report above represents all expenditures made during the month of April 2018. The detailed check information is available upon request.

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 MARCH 31, 2018**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	163,628,768.00	158,300,961.00	(5,327,807.00)	96.7%
5800-STATE PROGRAM REVENUES	99,718,336.00	42,910,958.00	(56,807,378.00)	43.0%
5900-FEDERAL PROGRAM REVENUES	2,925,000.00	2,640,375.00	(284,625.00)	90.3%
<b>TOTAL- REVENUES</b>	<b>266,272,104.00</b>	<b>203,852,294.00</b>	<b>(62,419,810.00)</b>	<b>76.6%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	222,000,805.00	126,250,109.00	95,750,696.00	56.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,689,312.00	11,258,896.00	13,430,416.00	45.6%
6300-SUPPLIES AND MATERIALS	13,737,217.00	5,572,338.00	8,164,879.00	40.6%
6400-OTHER OPERATING EXPENDITURES	5,734,171.00	1,732,264.00	4,001,907.00	30.2%
6600-CAPITAL OUTLAY	4,267,155.00	2,192,634.00	2,074,521.00	51.4%
<b>TOTAL-EXPENDITURES</b>	<b>270,428,660.00</b>	<b>147,006,241.00</b>	<b>123,422,419.00</b>	<b>54.4%</b>

Lamar CISD  
Local Investment Pools  
as of April 30, 2018

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	2,552,836.44	0.00	0.00	3,504.91	2,556,341.35
General Account	116,113,001.49	0.00	16,519,698.16	147,391.85	99,740,695.18
Health Insurance	268,644.42	1,381,364.83	1,425,000.00	569.70	225,578.95
Workmen's Comp	347,026.97	38,333.33	65,000.00	489.82	320,850.12
Property Tax	5,472,676.28	2,426,887.09	0.00	9,653.11	7,909,216.48
Vending Contract Sponsor	483,070.38	0.00	0.00	663.23	483,733.61
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	231,445.08	0.00	0.00	317.76	231,762.84
Student Activity Funds	37,502.60	0.00	0.00	51.43	37,554.03
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	212,501.46	0.00	0.00	291.73	212,793.19
Common Threads Donation	54,095.47	0.00	0.00	74.27	54,169.74
Debt Service 2012A	2,083,751.72	0.00	0.00	2,860.92	2,086,612.64
Debt Service 2012B	270,819.85	0.00	0.00	371.84	271,191.69
Debt Service 2014A	383,108.17	0.00	0.00	525.99	383,634.16
Debt Service 2014B	868,909.47	0.00	0.00	1,192.95	870,102.42
Debt Service 2013	152,430.26	0.00	0.00	209.28	152,639.54
Debt Service 2013A	2,960.31	0.00	0.00	4.10	2,964.41
Debt Service 2015	3,608,631.74	0.00	0.00	4,954.53	3,613,586.27
Debt Service 2016A	1,863,654.78	0.00	0.00	2,558.71	1,866,213.49
Debt Service 2016B	493,212.84	0.00	0.00	677.15	493,889.99
Debt Service 2017	1,704,823.64	0.00	0.00	2,340.68	1,707,164.32
Debt Service 2017 Capitalized Interest	2,033,247.38	0.00	0.00	2,791.55	2,036,038.93
Capital Projects 2017	3,521,252.59	0.00	136,356.66	4,809.21	3,389,705.14
Debt Service 2018	4,695,287.12	0.00	0.00	6,446.47	4,701,733.59
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,101.33	0.00	0.00	6.93	5,108.26
Workers' Comp	732,403.80	0.00	0.00	994.46	733,398.26
Property Tax Fund	32,674.77	0.00	0.00	44.37	32,719.14
General Fund	2,629,331.01	0.00	0.00	3,570.12	2,632,901.13
Food Service Fund	91,940.09	0.00	0.00	124.84	92,064.93
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	711.86	0.00	0.00	0.97	712.83
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	390.23	0.00	0.00	0.53	390.76
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.56	0.00	0.00	0.06	43.62
Capital Projects 2014B	17.29	0.00	0.00	0.02	17.31
Capital Projects 2015	2,168,882.00	0.00	2,168,882.00	935.84	935.84
Debt Service Series 2015	1,915,243.65	0.00	0.00	2,600.53	1,917,844.18
Capital Projects 2017	9,726,932.48	0.00	0.00	13,207.29	9,740,139.77
<b>MBIA Texas CLASS Fund</b>					
General Account	15,713,813.94	0.00	0.00	25,136.72	15,738,950.66
Capital Project Series 1998	926.19	0.00	0.00	1.50	927.69
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	6,871,244.62	0.00	655,347.21	10,672.85	6,226,570.26
Debt Service 2015	964,588.97	0.00	0.00	1,543.05	966,132.02
Capital Projects 2017	25,278,822.86	0.00	158,130.00	34,544.74	25,155,237.60
<b>TEXTAR</b>					
Capital Projects Series 2007	755.03	0.00	0.00	0.94	755.97
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	984,063.07	0.00	0.00	1,318.66	985,381.73
Debt Service Series 2012A	40.50	0.00	0.00	0.04	40.54
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	3,353,473.46	0.00	0.00	4,493.80	3,357,967.26
Capital Projects 2015	30,302,705.65	0.00	4,208,547.73	38,138.97	26,132,296.89
Capital Projects 2017	22,882,213.72	0.00	0.00	30,662.93	22,912,876.65
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,022,347.09	0.00	0.00	1,385.83	1,023,732.92
Capital Projects Series 2008	143.18	0.00	0.00	0.19	143.37
Capital Projects Series 2012A	57.49	0.00	0.00	0.08	57.57
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,268,788.19	0.00	0.00	3,075.43	2,271,863.62
Debt Service 2015	136,973.07	0.00	0.00	185.67	137,158.74
Capital Projects 2015	15,409,062.90	0.00	0.00	20,887.59	15,429,950.49
Capital Projects 2017	25,281,700.28	0.00	0.00	34,270.34	25,315,970.62

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.67	\$192,751.19
LONE STAR ACCOUNT INTEREST	1.65	\$21,485.96
MBIA TEXAS CLASS ACCOUNT INTEREST	1.95	\$71,898.86
TEXTAR ACCOUNT INTEREST	1.63	\$74,615.34
TEXAS TERM/DAILY ACCOUNT INTEREST	1.65	\$59,805.13
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$420,556.48</b>
<b>EARNINGS 9-01-17 THRU 3-31-18</b>		<b>\$2,150,928.39</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$2,571,484.87</b>

**CONSIDER APPROVAL OF VEHICLE PURCHASES  
FOR SCHOOL RESOURCE OFFICERS**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of ten (10) Chevrolet Tahoe Police Pursuit Vehicles from Caldwell Country Chevrolet in the amount of \$448,130.

**IMPACT AND RATIONALE:**

Price quotes were requested from nine (9) vendors with contracts on compliant purchasing cooperatives. The Purchasing Department worked with City of Rosenberg personnel to ensure that the vehicles met quality and equipment standards required by the officers to meet daily operational needs.

The tabulation attached reflects that Caldwell Country Chevrolet can provide the optimal vehicles at the best value for the District. In addition, this vendor is able to deliver the vehicles more quickly. Purchases from Caldwell Country Chevrolet are procured under the Fort Bend County Purchasing Interlocal Agreement, Contract 18-022. Authority for such procurements is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

The procurement shall commence upon board approval. Purchases will be requested by the Office of the Chief of Staff utilizing 2011 available bond funds as approved by the Board of Trustees in April 2018 in the amount of \$358,170 (8 vehicles), and general operating funds in the amount of \$89,960 (2 vehicles).

**PROGRAM DESCRIPTION:**

Four of the ten vehicles are replacements for worn and obsolete vehicles in the fleet. The remaining six will be used to accommodate the growth in the District.

Submitted by: Mike Rockwood, Chief of Staff  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Fleet Vehicles for School Resource Officers (SRO)**

**Tabulation**

Vendor	QTY	Chevrolet Tahoe, Police Pursuit Vehicle with Build out, Black & White	Extended Price	Delivery Date	Quantity Break?
<b>Caldwell Country Chevrolet</b>	<b>9</b>	<b>\$44,980.00</b>	<b>\$404,820.00</b>	<b>June 30, 2018</b>	<b>Yes*</b>
Munday Chevrolet	9	\$47,054.54	\$423,490.86	September 2018	No

Vendor	QTY	Chevrolet Tahoe, Police Pursuit Vehicle with Build out, Slick Top, Gray	Extended Price	Delivery Date	Quantity Break?
<b>Caldwell Country Chevrolet</b>	<b>1</b>	<b>\$43,310.00</b>	<b>\$43,310.00</b>	<b>July 30, 2018</b>	<b>n/a</b>
Munday Chevrolet	1	\$45,356.17	\$45,356.17	September 2018	n/a

<b>TOTAL COST:</b>	<b>\$448,130.00</b>
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Vendors Solicited: 9

Solicitation List: Sourced from Lamar CISD Vendor Registration, the Texas Comptroller's Master Bidders List and past solicitation lists

**CONSIDER APPROVAL OF ORDER AUTHORIZING THE CONVERSION OF THE LAMAR CISD VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to A New Rate Period; Authorizing the Preparation of a Remarketing Memorandum; and Enacting Other Provisions Relating Thereto.

**IMPACT/RATIONALE:**

The voters of Lamar CISD authorized the issuance of \$249,159,215 in schoolhouse bonds in an election held November 8, 2011. As part of the voted authorization, the District sold \$90,000,000 in bonds as variable rate soft put bonds (Lamar CISD Variable Rate Unlimited Tax School Building Bonds, Series 2014A (the "Bonds")). The issuance of the Bonds as soft put bonds allowed the District to take advantage of low short-term interest rates and provided the District with the flexibility to pay off the Bonds when merited.

The Bonds were issued with an Initial Rate Period of two years and an Initial Rate of 2.00%. Pursuant to the terms of the Order Authorizing the Issuance of the Bonds (the "Original Order"), the District was obligated to convert the Bonds from the Initial Rate Period to a different Rate Period on August 15, 2016. As a result of the initial remarketing, the Bonds are currently outstanding in a Term Rate Period that ends on August 14, 2018 at an interest rate of 1.05%.

Pursuant to the terms of the Original Order as supplemented by the Conversion Order adopted by the District in 2016 (collectively, the "Order"), the District is now obligated to use its best efforts to cause the outstanding Bonds to be converted from the current Term Rate Period to a new Rate Period on August 15, 2018. This conversion will result in the variable interest rate being reset for the duration of the new Rate Period selected by the District. Administration recommends remarketing the Bonds for a new Term Rate Period of up to five years, which will allow the District to take advantage of the short end of the yield curve and maintain variable rate debt within the overall debt portfolio.

**PROGRAM DESCRIPTION:**

The Order requires the Board of Trustees to make certain determinations and authorizations in connection with the remarketing. A Conversion Order is the mechanism by which the Board of Trustees takes that action.

The Conversion Order contains the following Board actions: (i) provides for the conversion of the Bonds into a Term Rate Period not to exceed five (5) years, (ii) confirms a Stepped Rate and Maximum Rate for the Bonds as provided in the Original Order, but provides the Pricing Officer with the authority to lower the Stepped Rate and/or the Maximum Rate if market conditions would allow for such a reduction, (iii) authorizes the Pricing Officer to establish the optional redemption provisions for the Bonds during the new Term Rate Period in response to market conditions, (iv) authorizes the preparation of a remarketing memorandum to be used in connection with the remarketing of the Bonds, and (v) confirms the appointment of a Remarketing Agent for the Bonds and authorizes the Pricing Officer to approve the fees of the Remarketing Agent as provided in the Remarketing Agreement. Pursuant to the terms of the Order, the Superintendent and Chief Financial Officer are the Pricing Officers authorized to establish final terms of the remarketing.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



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ORDER

AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

Adopted: May \_\_, 2018

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ORDER AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Lamar Consolidated Independent School District (the “District”) has previously issued and there remains outstanding the District’s Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the “Bonds”); and

WHEREAS, the Bonds were authorized to be issued pursuant to an order adopted by the Board of Trustees of the District (the “Board”) on February 20, 2014 (together with the Officer’s Pricing Certificate relating to the Bonds and executed pursuant thereto on April 22, 2014, the “Original Order”), which was amended by an order adopted by the Board on May 11, 2015 (the “Amending Order” and, together with the Original Order, the “Bond Order”); and

WHEREAS, pursuant to the terms of the Bond Order and an Officer’s Pricing Certificate executed by a Pricing Officer on August 9, 2016, for the Bonds (the “Remarketing Pricing Certificate”), the Bonds currently bear interest in a Term Rate Period that expires on August 14, 2018, and are subject to mandatory tender for purchase on August 15, 2018; and

WHEREAS, pursuant to the terms of the Bond Order, the District is obligated to use its best efforts to cause the Bonds to be converted to a new Term Rate Period or a different Rate Period on August 15, 2018; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District to approve and authorize the conversion of the Bonds from the existing Term Rate Period to a new Term Rate Period, and the District desires to delegate authority to the Pricing Officer to determine certain terms of the Bonds upon such conversion, all as more particularly set forth herein; and

WHEREAS, the Board further desires to authorize the preparation and distribution of a remarketing memorandum to be used in connection with such conversion and remarketing of the Bonds, and to confirm the appointment of BOK Financial Securities, Inc. as the Remarketing Agent for the Bonds;

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

**ARTICLE I  
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions. Unless defined in the recitals to this Conversion Order or unless the context shall require otherwise, all capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Bond Order.

Section 1.02. Table of Contents Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Conversion Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Conversion Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

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

(b) This Conversion Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

Section 1.04. Authority for this Conversion Order. This Conversion Order is adopted pursuant to the provisions of Chapter 45 of the Texas Education Code and Chapter 1371 of the Texas Government Code.

Section 1.05. Bond Order and Remarketing Pricing Certificate to Remain in Force. Except as modified by this Conversion Order or the Conversion Pricing Certificate (as defined in Section 2.01(f) hereof), the Bond Order and the Remarketing Pricing Certificate shall remain in full force and effect with respect to the each series of the Bonds, as applicable, and the other matters covered therein. Any modifications to the Bond Order or the Remarketing Pricing Certificate made by this Conversion Order or the Conversion Pricing Certificate shall be effective upon the conversion of the Bonds to the Term Rate Period as authorized herein.

## **ARTICLE II AUTHORIZATION; CONVERSION OF THE BONDS**

Section 2.01. Approval and Authorization for Conversion of the Bonds.

(a) Pursuant to the applicable provisions of the Bond Order, on the mandatory tender date (being August 15, 2018) for the Bonds, the District hereby approves and authorizes the conversion of the Bonds from the existing Term Rate Period to a new Term Rate Period, which new Term Rate Period shall commence on the Term Rate Conversion Date (being August 15, 2018) and end on the date specified in the Conversion Pricing Certificate that is not later than August 14, 2023 (the last day of the new Term Rate Period), and no Liquidity Agreement or Liquidity Facility shall be provided for the Bonds upon such conversion to the new Term Rate Period. Pursuant to the terms of the Bond Order, the Bonds shall be subject to mandatory tender for purchase on the first Business Day immediately following the last day of such new Term Rate Period.

(b) Upon the conversion of the Bonds to the new Term Rate Period as approved and authorized herein, the Bonds shall have such terms as set forth in the Bond

Order, except as modified by this Conversion Order and the Conversion Pricing Certificate.

(c) Unless otherwise determined by the Pricing Officer and set forth in the Conversion Pricing Certificate, the Maximum Rate for the Bonds for the new Term Rate Period authorized herein shall remain 9.00%. Notwithstanding the foregoing, the Pricing Officer shall not increase the Maximum Rate to a rate that is above 9.00%.

(d) The Stepped Rate for the Bonds (which is currently 7.00%) for the new Term Rate Period authorized herein shall be established in the Conversion Pricing Certificate and shall not exceed the Maximum Rate for the Bonds.

(e) Unless otherwise determined by the Pricing Officer and set forth in the Conversion Pricing Certificate, the Bonds shall be subject to redemption at the option of the District as provided in Article V of the Bond Order.

(f) As authorized by Chapter 1371, Texas Government Code, as amended, and the provisions of the Bond Order, the Pricing Officer is hereby authorized to act on behalf of the District in connection with the remarketing and conversion of the Bonds, including determining any changes to the Maximum Rate, Stepped Rate and optional redemption provisions for the Bonds upon the conversion thereof to the new Term Rate Period as approved and authorized herein and all other matters relating to the remarketing and conversion of the Bonds, including making changes to the Form of Bond for the Bonds in connection with the conversion. Any determinations by the Pricing Officer shall be set forth in Officer's Pricing Certificate (the "Conversion Pricing Certificate") delivered to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent on or before the Conversion Date for the conversion of the Bonds to the new Term Rate Period approved and authorized herein. The Pricing Officer may execute the Conversion Pricing Certificate in connection with the conversion of the Bonds as approved and authorized herein. Any finding or determination by the Pricing Officer as authorized herein shall have the same force and effect as a finding or determination made by the Board.

The conversion of the Bonds to a new Term Rate Period as approved and authorized herein shall be accomplished in accordance with the provisions of the Bond Order, and the Pricing Officer and all other employees and officers of the District are authorized and directed to perform all such acts and things necessary or desirable to accomplish such conversion of the Bonds, all as more particularly set forth in Section 3.07 hereof.

Section 2.02. Remarketing Memorandum. The District hereby authorizes the preparation of a remarketing memorandum or other disclosure document (the "Remarketing Memorandum") for use in the remarketing of the Bonds in connection with the conversion of the Bonds from a Term Rate Period to a new Term Rate Period as approved and authorized herein, and authorizes the Pricing Officer to deem the Remarketing Memorandum final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The use of the Remarketing Memorandum by the Remarketing Agent (in the form and with such appropriate variations as shall be approved by

the Pricing Officer and the Remarketing Agent) is hereby approved and authorized and the proper officials of the District are authorized to execute such Remarketing Memorandum.

Section 2.03. Confirmation of Appointment of Remarketing Agent. The District hereby confirms and ratifies the appointment of BOK Financial Securities, Inc. as the Remarketing Agent for the Bonds, and the Pricing Officer is hereby authorized and directed to approve the fees of the Remarketing Agent as provided under the Remarketing Agreement with respect to the Bonds.

### **ARTICLE III MISCELLANEOUS**

Section 3.01. Benefits of Order. Nothing in this Conversion Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, the Tender Agent, Bond Counsel, the Financial Advisor, the Remarketing Agent, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Conversion Order or any provision hereof, this Conversion Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, the Tender Agent, Bond Counsel, the Financial Advisor, the Remarketing Agent, and the Holders.

Section 3.02. Governing Law. This Conversion Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 3.03. Severability. If any provision of this Conversion Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Conversion Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Conversion Order would have been enacted without such invalid provision.

Section 3.04. Public Meeting. It is officially found, determined, and declared that the meeting at which this Conversion Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Conversion Order, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 3.05. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Conversion Order are hereby found to be true, and such recitals are hereby made a part of this Conversion Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 3.06. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Conversion Order against any official of the District or any person executing any Bond.

Section 3.07. Further Procedures. The Pricing Officer and all other employees and officers of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in

the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Conversion Order, the Bond Order, the conversion and remarketing of the Bonds, the Paying Agent/Registrar Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Remarketing Memorandum. In addition, prior to the conversion and remarketing of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Conversion Order or to any of the instruments authorized and approved by this Conversion Order necessary in order to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Conversion Order and as described in the Remarketing Memorandum. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 3.08. Effective Date. This Conversion Order shall be in full force and effect from and upon its adoption.

*[The remainder of this page intentionally left blank]*

PASSED, APPROVED AND EFFECTIVE on May \_\_, 2018.

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Secretary, Board of Trustees  
Lamar Consolidated Independent  
School District

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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 regular meeting on the \_\_\_ day of May, 2018, 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 AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

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 \_\_\_day of May, 2018.

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Secretary, Board of Trustees  
Lamar Consolidated Independent  
School District

[SEAL]

**CONSIDER APPROVAL OF RESOLUTION EXPRESSING INTENT  
TO FINANCE EXPENDITURES TO BE INCURRED**

**RECOMMENDATION:**

That the Board of Trustees consider approval of the attached resolution expressing intent to finance expenditures to be incurred in an amount not to exceed \$20,000,000.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Commitments are being made by the District to begin projects authorized by voters at an election held in November 2017. The Board of Trustees previously approved the launch of the Austin Elementary and Seguin Early Childhood Center roofing projects. Other school construction, technology, transportation, and potentially additional projects named in the 2017 bond program will begin this summer, prior to closing on the sale of bonds.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

REIMBURSEMENT RESOLUTION EXPRESSING INTENT TO  
FINANCE EXPENDITURES TO BE INCURRED

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

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

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

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

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

NOW, THEREFORE, be it resolved that:

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

Section 2. The District reasonably expects that the maximum principal amount of obligations issued to reimburse the District for the costs associated with the Financed Project will be \$20,000,000.

*[Signature Page to Follow]*

ADOPTED THIS \_\_\_\_\_ DAY OF MAY, 2018.

LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

*Signature Page to Reimbursement Resolution Expressing Intent to  
Finance Expenditures to be Incurred*

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

<u>Purpose/Project</u>	<u>Amount</u>
Construction, acquisition and equipment of school buildings, the purchase of sites for school buildings and the purchase of school buses	\$20,000,000

**CONSIDER APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2018; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2018.

**IMPACT/RATIONALE:**

The voters of Lamar Consolidated Independent School District authorized the issuance of \$445,451,000 in schoolhouse bonds in an election held November 7, 2017. Based on the requirements of the project schedule, Administration and the District's municipal advisor recommend selling an amount not to exceed \$400 million of the authorization. The Bonds will be sold as traditional fixed rate bonds.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2018 is attached. Within the Order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the price to be paid for the Series 2018 Bonds shall not be less than 100% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to the date of delivery;
- the true interest cost (TIC) of the Bonds shall not exceed 5.00%, which amount is less than the maximum rate allowed under Section 1204.006 of the Texas Government Code, as amended;
- the aggregate principal amount of the Series 2018 Bonds issued shall not exceed the total maximum principal amount of \$400,000,000; and
- no bond shall mature later than forty (40) years from the date of closing.

A copy of the entire Preliminary Official Statement (prospectus) will be available when complete. Mr. Terrell Palmer (Post Oak Municipal Advisors, LLC), Mr. Jonathan Frels (Bracewell LLP), and District personnel will be present at the meeting to answer questions.

**PROGRAM DESCRIPTION:**

It is required that the Board of Trustees approve the Order authorizing the sale of the new money bonds. Since this is the first sale of bonds authorized from the voted authorization approved in 2017, a recommendation for the underwriting team will be made to the Board of Trustees that will remain in place for all bond transactions relating to the 2017 bond referendum. The underwriting team has the ability to assess the District's goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The underwriting team for this sale will be selected using a Request for Qualifications (RFQ) process. The District's Municipal Advisor will assist the District with the selection of the underwriting team and the sale of bonds.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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ORDER  
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOLHOUSE BONDS  
SERIES 2018

Adopted: May \_\_, 2018



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Exhibit A – Form of Bond

AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2018; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Lamar Consolidated Independent School District (the “District”) desires to issue schoolhouse bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”) at an election held within the District on November 7, 2017 (the “Election”); and

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

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
November 7, 2017	\$445,451,000	\$0	\$445,451,000

WHEREAS the Board of Trustees of the District (the “Board”) does hereby determine that the schoolhouse bonds in an amount not to exceed the remaining authorized but unissued balance from the November 7, 2017 election, including any premium charged against voted authority, should be issued as the first installment of the \$445,451,000 schoolhouse bonds voted the Election; and

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

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

“Authorized Officer” means the Superintendent or the Chief Financial Officer of the District.

“Board” means the Board of Trustees of the District.

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

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Bond Counsel” means Bracewell LLP.

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

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

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

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

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

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

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

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

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

“Initial Bond” means the Initial Bond authorized by Section 3.04(d).

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

“Maturity” means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order.

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

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

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

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

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

“Record Date” means the Record Date set forth in the Pricing Certificate.

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

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

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

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

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

“SEC” means the United States Securities and Exchange Commission.

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

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

“State” means the State of Texas.

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

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

“Underwriters” mean the underwriters named in the Purchase Contract.

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

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

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

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter

genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

## **ARTICLE II**

### **SECURITY FOR THE BONDS**

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

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

## **ARTICLE III**

### **AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS**

Section 3.01. Authorization. The District's bonds to be designated "Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2018" or such other title or titles as may be designated in the Pricing Certificate are hereby authorized to be issued and delivered from time to time in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, and Chapter 1371, Texas Government Code. The Bonds shall be issued in an aggregate principal amount not to exceed \$400,000,000 for



the construction, acquisition and equipment of school buildings in the District, for the purchase of the necessary sites for school buildings, and the purchase of new school buses and to pay the costs of issuing the Bonds.

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

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Bond which shall be numbered I-1.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special

Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bond, representing the entire principal amount of the Bonds for such series of Bonds designated in the Pricing Certificate, to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General,

and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Bonds interest is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying

Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the

extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry-Only System. (a) The definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of Debt Service on the Bonds for the purpose of giving notices of redemption, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

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

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

## ARTICLE IV

### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. (a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall (i) select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term

Bonds to be redeemed, (ii) call such Term Bonds for redemption on such scheduled mandatory redemption date, and (iii) give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount (or mandatory sinking fund payment amount) thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption, and call such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited

or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

## ARTICLE V

### PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Board hereby approves the form of Paying Agent/Registrar Agreement. The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, one or more Paying Agent/Registrar Agreements specifying the duties and responsibilities of the District and the Paying Agent/Registrar.



Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

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

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

## ARTICLE VI

### FORM OF THE BONDS

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

counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor Bond Counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

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

## ARTICLE VII

### SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

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

(i) the price to be paid for the Bonds shall not be less than 100% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the aggregate principal amount of the Bonds authorized to be issued shall not exceed the total maximum principal amount set forth in Section 3.01;

(iii) the Pricing Certificate for the Bonds shall indicate the amount of authorized but unissued bonds that remain available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Pricing Certificate;

(iv) The true interest cost of the Bonds shall not exceed 5.00%, which amount is less than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended; and

(v) no Bond shall mature later than 40 years from the date of closing.

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

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date one (1) year from the date of this Order, unless otherwise extended by the Board by separate action.

(c) All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.

(d) The District hereby authorizes the preparation of one or more Preliminary Official Statements for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

(e) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and

provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate. Proceeds from the sale of the Bonds may, at the option of the District, be invested in any investments authorized by Texas law, including specifically the Public Funds Investment Act, and the District's investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Government Code; provided that all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

## **ARTICLE VIII**

### **PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 8.03. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the

Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any applicable provision of section 103 and 141 through 150, inclusive of the Code. In particular, the District covenants and agrees to comply with each requirement of this Section 8.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 8.03 if the District has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (a) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (b) compliance with some other requirement will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion will constitute compliance with the corresponding requirement specified in this Section 8.03.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Moreover, the District will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the District will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all steps necessary to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be

required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The District will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the District to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Deliberate Actions. The District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the District takes such remedial action and the District receives a Counsel's Opinion that such remedial action, cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Order, the District's obligations under the covenants and provisions of this Section 8.03 will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

**ARTICLE IX**

**DISCHARGE**

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

**ARTICLE X**

**PERMANENT SCHOOL FUND GUARANTEE**

Section 10.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that:

(a) a certified copy of this Order and copies of the Official Statement for such series of Bonds shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of such series of Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on any such series of Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

**ARTICLE XI**

**CONTINUING DISCLOSURE UNDERTAKING**

Section 11.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2018, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by

State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

#### Section 11.02. Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;



(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 11.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which

it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorize such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 12.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 12.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 12.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 12.05. Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

*[Signature Page Follows]*

PASSED, APPROVED AND EFFECTIVE on May \_\_, 2018.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

**EXHIBIT A**  
**FORM OF BOND**

(a) Form of Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOLHOUSE BOND  
SERIES 2018

BOND

INTEREST RATE:    MATURITY DATE:    DATED DATE:    CUSIP NO.:  
\_\_\_\_\_ %                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Lamar Consolidated Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the maturity date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on   <sup>1</sup> and   <sup>2</sup> of each year, commencing   <sup>3</sup>.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of   <sup>4</sup>,   <sup>5</sup>, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date,

<sup>1</sup> Insert from Pricing Certificate.  
<sup>2</sup> Insert from Pricing Certificate.  
<sup>3</sup> Insert from Pricing Certificate.  
<sup>4</sup> Insert from Pricing Certificate.  
<sup>5</sup> Insert from Pricing Certificate.

mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 6 business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

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

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of 7, issued in the aggregate principal amount of \$8 (herein referred to as the "Bonds"), issued pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the purposes of the construction, acquisition and equipment of school buildings in the District; for the purchase of the necessary sites for school buildings and the purchase of new school buses; and to pay the costs of issuing the Bonds.

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

The District has reserved the option to redeem the Bonds maturing on and after 9, in whole or in part before their respective scheduled maturity dates, on 10, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine

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<sup>6</sup> Insert from Pricing Certificate.

<sup>7</sup> Insert from Pricing Certificate.

<sup>8</sup> Insert from Pricing Certificate.

<sup>9</sup> Insert from Pricing Certificate.

<sup>10</sup> Insert from Pricing Certificate.

the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on       <sup>11</sup> (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ <sup>12</sup> Term Bonds Maturing <sup>13</sup></u>	
<u>Redemption Date</u>	<u>Principal Amount</u>
<u>      </u> <sup>14</sup>	\$ <u>      </u> <sup>15</sup>

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>16</sup>

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

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities

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<sup>11</sup> Insert from Pricing Certificate.  
<sup>12</sup> Insert from Pricing Certificate.  
<sup>13</sup> Insert from Pricing Certificate.  
<sup>14</sup> Insert from Pricing Certificate.  
<sup>15</sup> Insert from Pricing Certificate.  
<sup>16</sup> Delete if Term Bonds are not issued.

are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

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

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

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

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

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

\_\_\_\_\_  
Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

\_\_\_\_\_  
President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]



(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

\_\_\_\_\_  
17  
\_\_\_\_\_  
as Paying Agent/Registrar

Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

\_\_\_\_\_  
\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Statement of Permanent School Fund Guarantee.

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

\_\_\_\_\_  
<sup>17</sup> Insert from Pricing Certificate.

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax Schoolhouse Bonds, Series 2018, dated \_\_\_<sup>18</sup>\_\_\_, in the principal amount of \$ \_\_\_<sup>19</sup>\_\_\_ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

  
\_\_\_\_\_  
Mike Morath  
Commissioner of Education

(e) Initial Bond Insertions

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

(1) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and “CUSIP NO. \_\_\_\_\_” deleted;

(2) in the first paragraph the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on \_\_\_<sup>20</sup>\_\_\_ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information to be inserted from the Pricing Certificate); and

<sup>18</sup> Insert from Pricing Certificate.

<sup>19</sup> Insert from Pricing Certificate.

<sup>20</sup> Insert from Pricing Certificate.

(3) the Initial Bond shall be numbered I-1.

(4) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

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 regular meeting on the [\_\_\_\_] day of May, 2018, 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
Joe Hubenak	Trustee
Dr. Tyson Harrell	Trustee
Melisa Roberts	Trustee
Mandi Bronsell	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 AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2018; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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 \_\_\_\_ day of May, 2018.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

**CONSIDER APPROVAL OF ELIGIBLE UNDERWRITING FIRMS FOR ISSUANCE  
OF SCHOOLHOUSE BONDS – 2017 BOND REFERENDUM**

**RECOMMENDATION:**

That the Board of Trustees approve the underwriting firms listed below for the upcoming issuances of schoolhouse bonds.

**IMPACT/RATIONALE:**

On November 7, 2017, the voters of the Lamar Consolidated Independent School District approved the issuance of \$445,451,000 in schoolhouse bonds. To finance the many projects included in this bond program, the District will authorize an initial sale of bonds, with additional sales as needed in the next few years. Also, from time to time, it is advantageous to the District to refinance currently outstanding bonds through a refunding transaction or necessary to remarket variable rate bonds. To accomplish these goals, the District must select investment banks to represent the District in the bond market.

RFQ #13-2018LN solicited firms to provide underwriting service proposals/credentials. The solicitation document was sent to twenty-eight (28) firms, posted on the District's website, and publicly advertised as required (including the website of the Municipal Advisory Council of Texas). An impressive list of twenty-nine (29) firms responded. The proposals were reviewed and analyzed by Administration and our Municipal Advisor, Post Oak Municipal Advisors, LLC., who has a fiduciary responsibility to the District. Criteria published in the solicitation document was used to develop a scoring system to rank the proposals and firms based on: experience in the Texas ISD and national markets, local presence, innovative ideas and coverage, and excess firm capital. A summary of the results was prepared, and Administration and the District's Municipal Advisor recommend that the following firms comprise the list of eligible firms:

- Raymond James
- Wells Fargo Securities
- Citigroup Global Markets, Inc.
- RBC Capital Markets
- Piper Jaffray & Co.
- J.P. Morgan Securities LLC
- BOK Financial Securities, Inc.
- Siebert Cisneros Shank & Co., LLC
- Estrada Hinojosa & Co., Inc.
- George K. Baum & Company
- Hutchinson Shockey Erley & Co.

This list includes a combination of National, Super Regional, and HUB firms. Not all firms will participate in every issuance of new money bonds, refunding transaction, or remarketing. Prior to each transaction, the District's municipal advisor will assist in selecting the combination of investment banks from the eligible list whose combination of strengths will best serve the District's interests for the transaction contemplated.

**PROGRAM DESCRIPTION:**

Since 2003, the District has sold all its bonds through negotiated sales, which have been led by underwriting teams of investment banks. The underwriting firms have the ability to assess the District's goals, the skills to effectively market the bonds, and the ability to risk their own capital, if necessary. The eligible list of firms consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The District's Municipal Advisor will also assist with the sale of bonds.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Underwriter Rankings

Lamar Consolidated ISD

May 2018

Rank	Firm Name	Type of Firm	Banker Name(s)	Total Points
1	Raymond James	S	Debi Jones	280
2	Wells Fargo Securities	N	Craig Brast/Richard Matkin	265
3	Citigroup Global Markets Inc.	N	Tatianna Troutman/Mark Tarpley/M.Carrasco/H.Matos	263
3	RBC Capital Markets	N	Clarence Grier/Matt Boles	263
5	Piper Jaffray & Co.	N	Kit Caldwell/Danielle Bradford/Keith Dash	260
5	J.P. Morgan Securities LLC	N	Tim Peterson/Kyle Cottrell	260
7	BOK Financial Securities, Inc.	S	Josh McLaughlin/John Robuck/Mike Jolly	252
8	Morgan Stanley	N	Stephanie Henning/Blaine Brunson/Marcus Weaver	228
9	Siebert Cisneros Shank & Co., LLC	H	Keith Richard	217
10	Baird	N	Oscar Cardenas/Jim Stewart	214
11	Bank of America Merrill Lynch	N	Dalton Smith/Chris Prugar	203
12	Estrada Hinojosa & Co., Inc.	H	Rudy Mejia/Mary Hinojosa	199
13	George K. Baum & Company	S	David Webb	192
14	Hutchinson Shockey Erley & Co.	S	Ryan O'Hara/David Tiffin	192
15	FTN Financial	S	Heath Barber/Randy Reid	187
16	Frost Bank	L	Phil Martin/Spencer Curry	181
17	Hilltop Securities Inc.	S	Joe Morrow	178
18	Stifel Nicolaus & Company, Inc.	N	Dane Kopinski	171
19	UBS Financial Services, Inc.	N	Shawnell Holman	166
20	Ramirez & Co., Inc.	H	Robin Redford/Lorry Palacios	160
21	Jefferies LLC	S	Lisa Pepi/Mark Ellis/Tilghman Naylor	157
22	Loop Capital Markets LLC	H	Curtis Flowers	149
23	SAMCO Capital Markets, Inc.	L	Doug Whitt/Brian Grubbs	144
24	UMB Bank	N	Mark McGruder/Todd Holder/Donna Scott	140
25	Mesirow Financial Inc.	N	Andy Bynam	134
26	Fidelity Capital Markets	N	Euriah Bennett	130
27	Stephens Inc.	S	Curt Shelmire	126
28	Academy Securities	H	Curtis Harris	104
29	Rice Financial	H	Don Rice/Kevin Schuyler/Keith Kirven	90

**Category Weighting: 100%**

**NOTES:**

(1) Source: Thomson Reuters 5/10/2018

- H = HUB
- L = Local/Texas
- N = National
- S = Super Regional

5/11/2018

**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:**

Amina Ishaq donated \$10,460.22 to Common Threads.

Madison Charitable Foundation donated \$10,000 to Common Threads.

Foster Falcon Band Boosters donated \$2,500 to purchase a trailer wrap for the band trailer at Foster High School.

The Fulshear Chargers Band Boosters donated \$2,500 to purchase a trailer wrap for the band trailer at Churchill Fulshear High School.

Friends of Huggins donated \$10,500 to purchase laptop computers to fill existing carts at Huggins Elementary School.

Lamar Consolidated High School Band Boosters donated \$2,500 to purchase a trailer wrap for the band trailer at Lamar Consolidated High School.

Cross Creek Ranch Foundation Committee donated \$10,000 to Leaman Junior High.

Terry Band Boosters donated \$2,500 to purchase a trailer wrap for the band trailer at Terry High School.

Velasquez Elementary PTO donated \$22,000 to purchase a marque electronic sign for Velasquez Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF RESOLUTION RECOGNIZING  
HAZARDOUS TRAFFIC CONDITIONS**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution recognizing hazardous traffic conditions and areas.

**IMPACT/RATIONALE:**

Board Policy CNA (LOCAL) states that if the District applies for the additional transportation allotment provided by the state for students who live within two miles of a school campus, the Board shall adopt a resolution to identify hazardous traffic conditions or areas presenting a high risk of violence within two miles of a school campus. The resolution shall include the specific hazardous or high-risk areas in which transportation shall be provided, and the District shall publish the locations of these routes.

The Board shall adopt a revised resolution when necessary to accurately reflect changes to the condition.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning  
Mike Jones, Director of Transportation

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

**WHEREAS**, Texas Education Code 42.155 allows the Board of Trustees of Lamar Consolidated Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

**WHEREAS**, the TEA handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

**WHEREAS**, the Board acknowledges the Education Code 42.155 provisions stating that a hazardous traffic condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees of Lamar Consolidated Independent School District has determined that hazardous conditions exist where students must walk along major traffic arteries more than one half mile from their home campus.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the Board of Trustees



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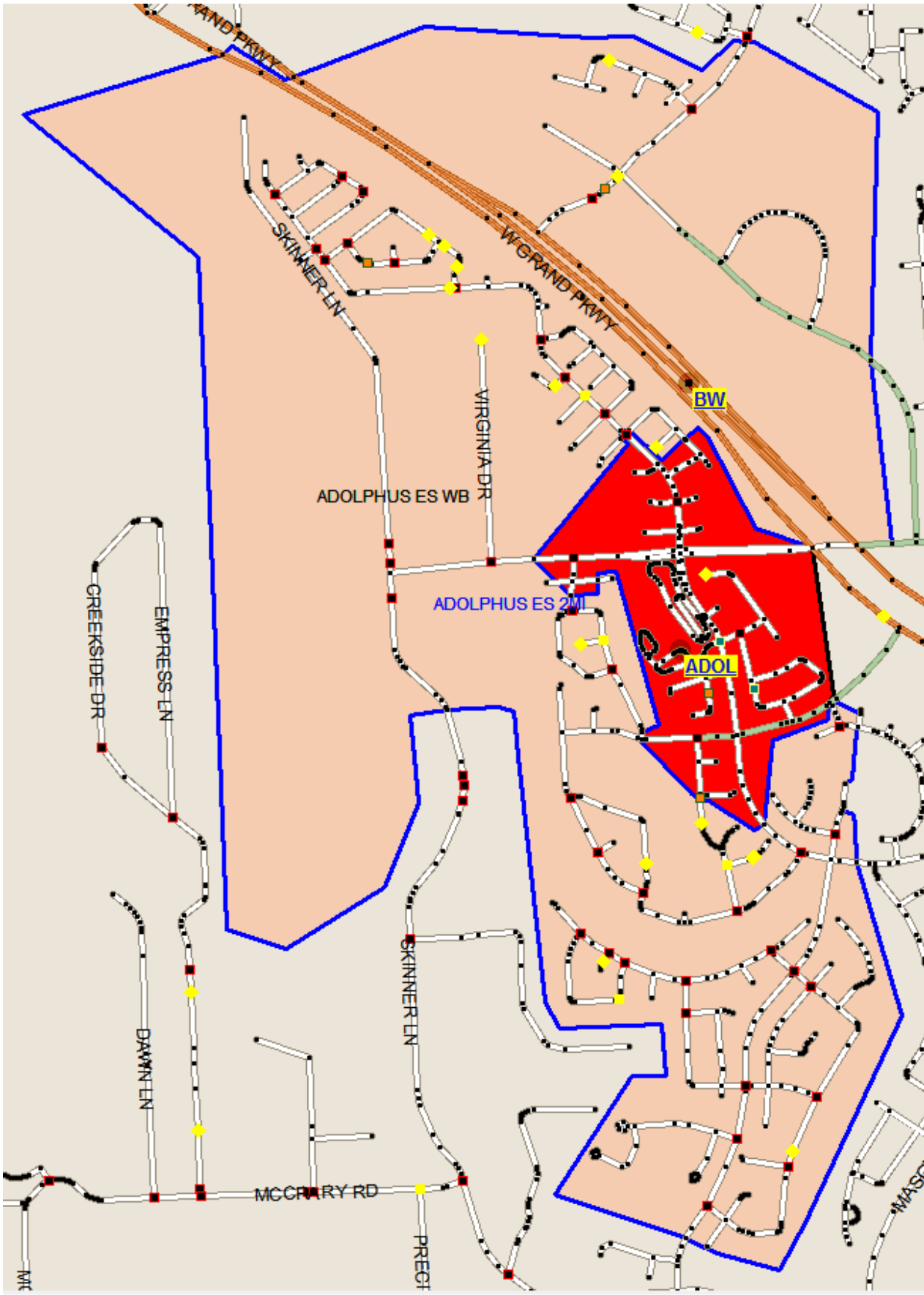
James Steenbergen, President

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Kay Danziger, Secretary

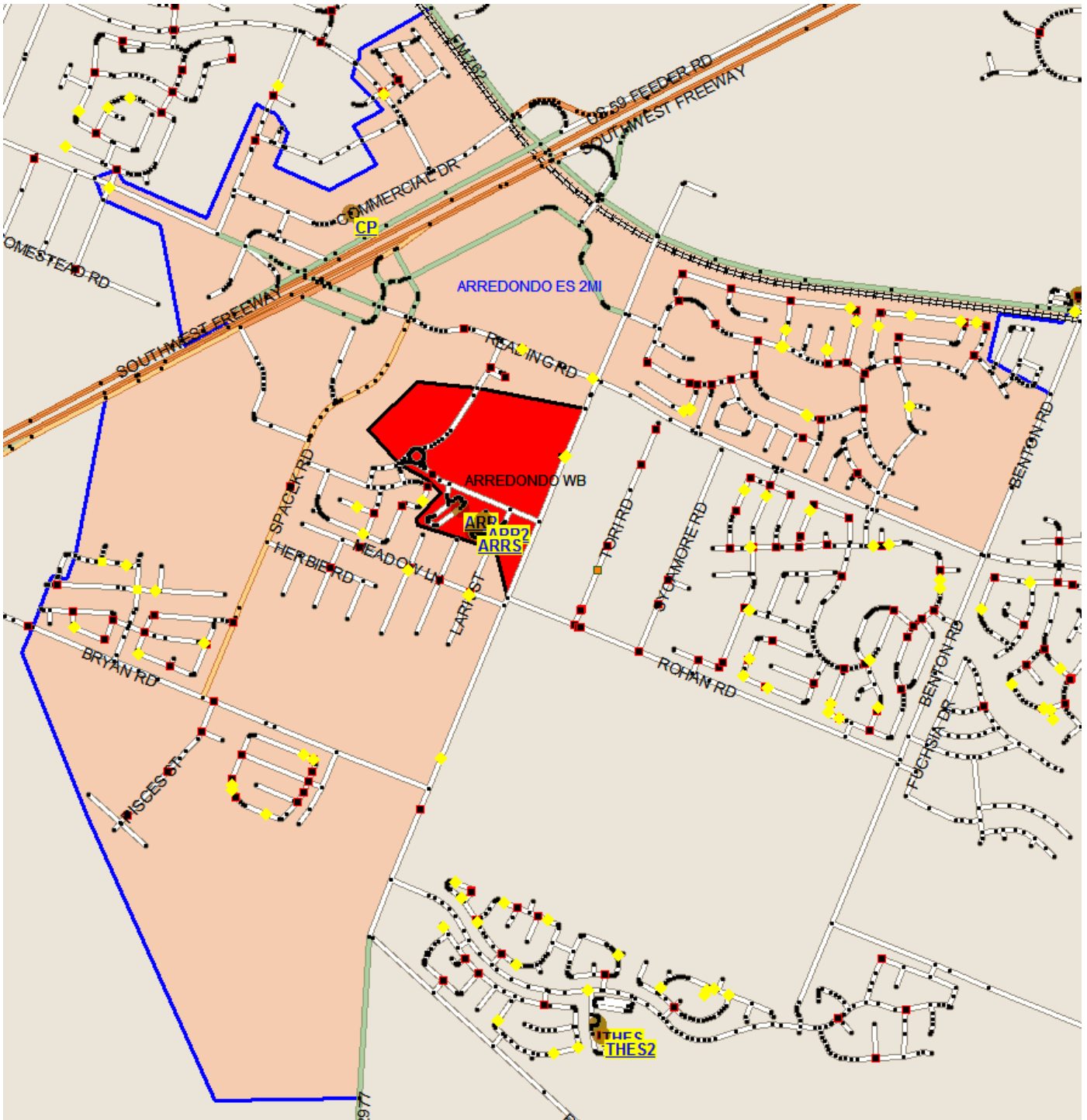
ADOLPHUS ES

 = Transportation provided within 2 miles of school  = Transportation not provided





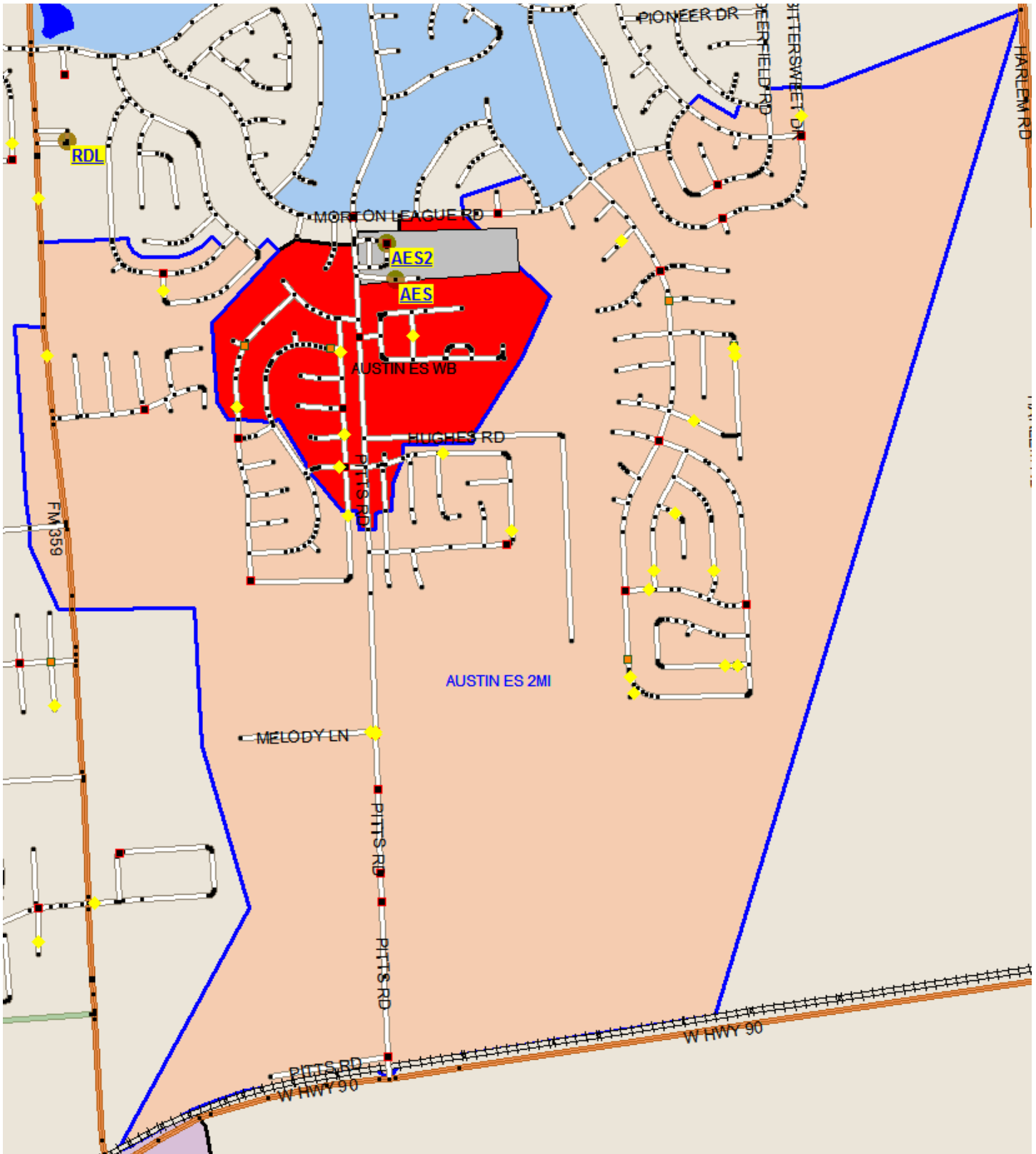
ARREDONDO ES

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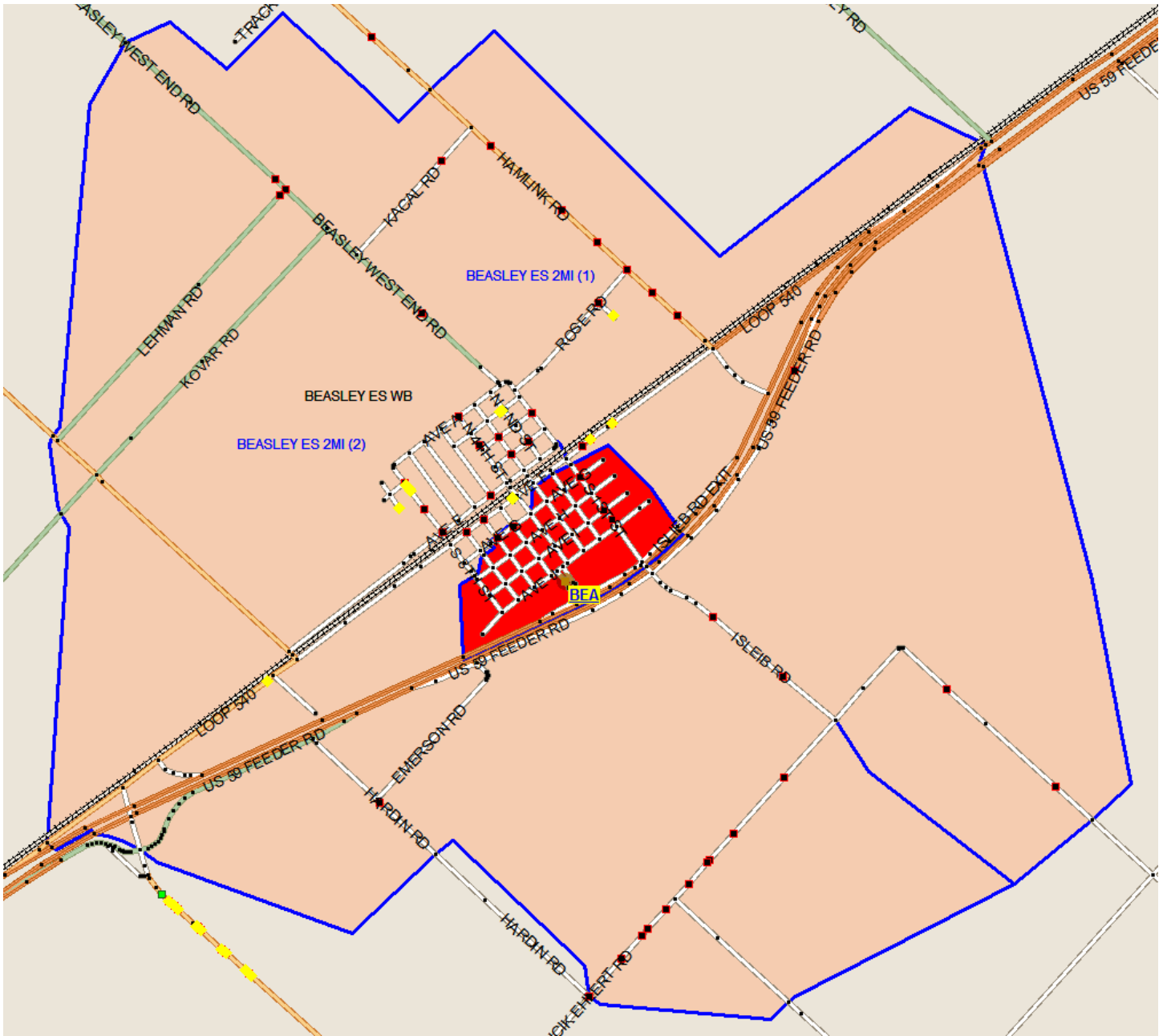
AUSTIN ES

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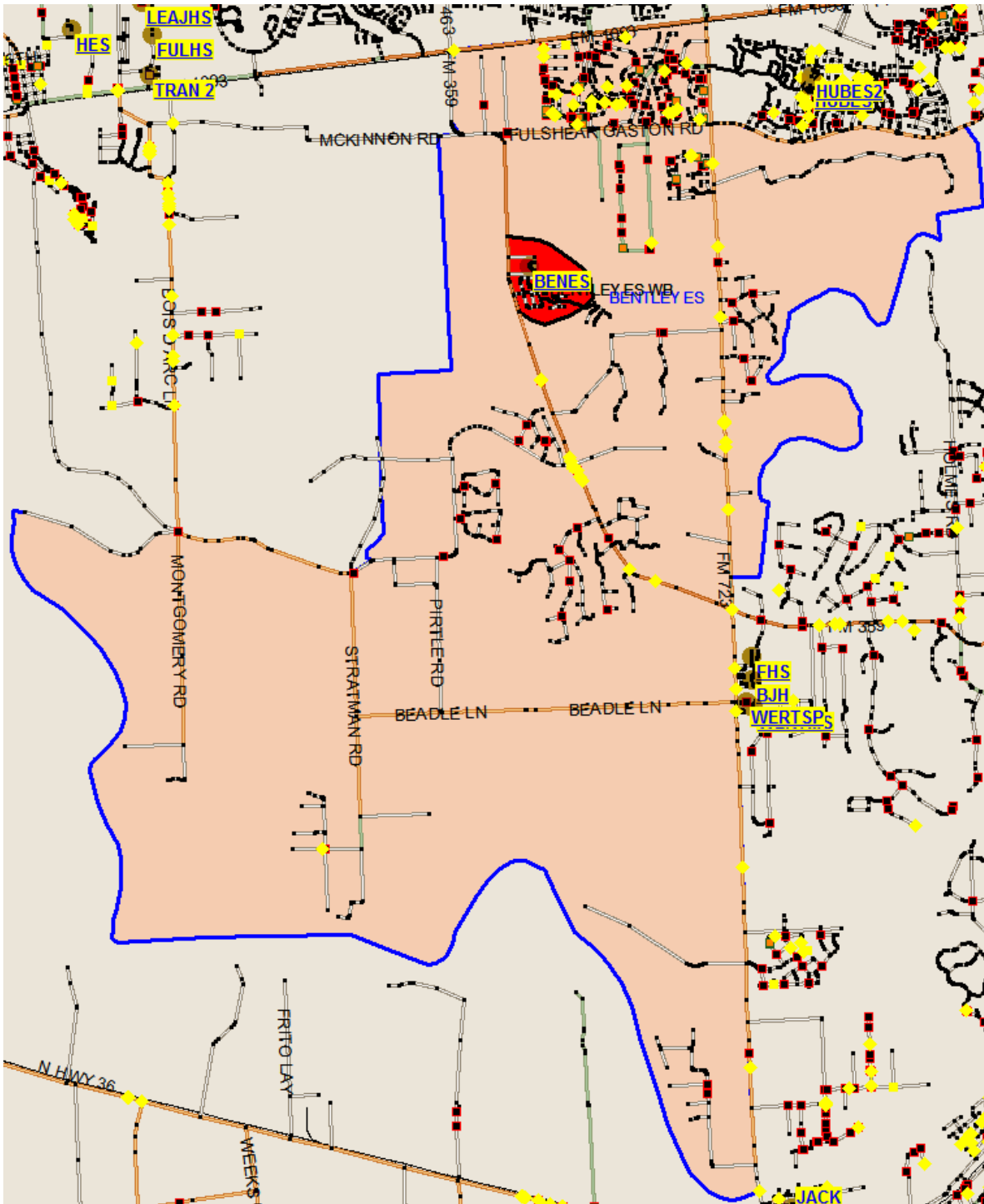
BEASLEY ES

☐ = Transportation provided within 2 miles of school    ☐ = Transportation not provided





**BENTLEY ES**

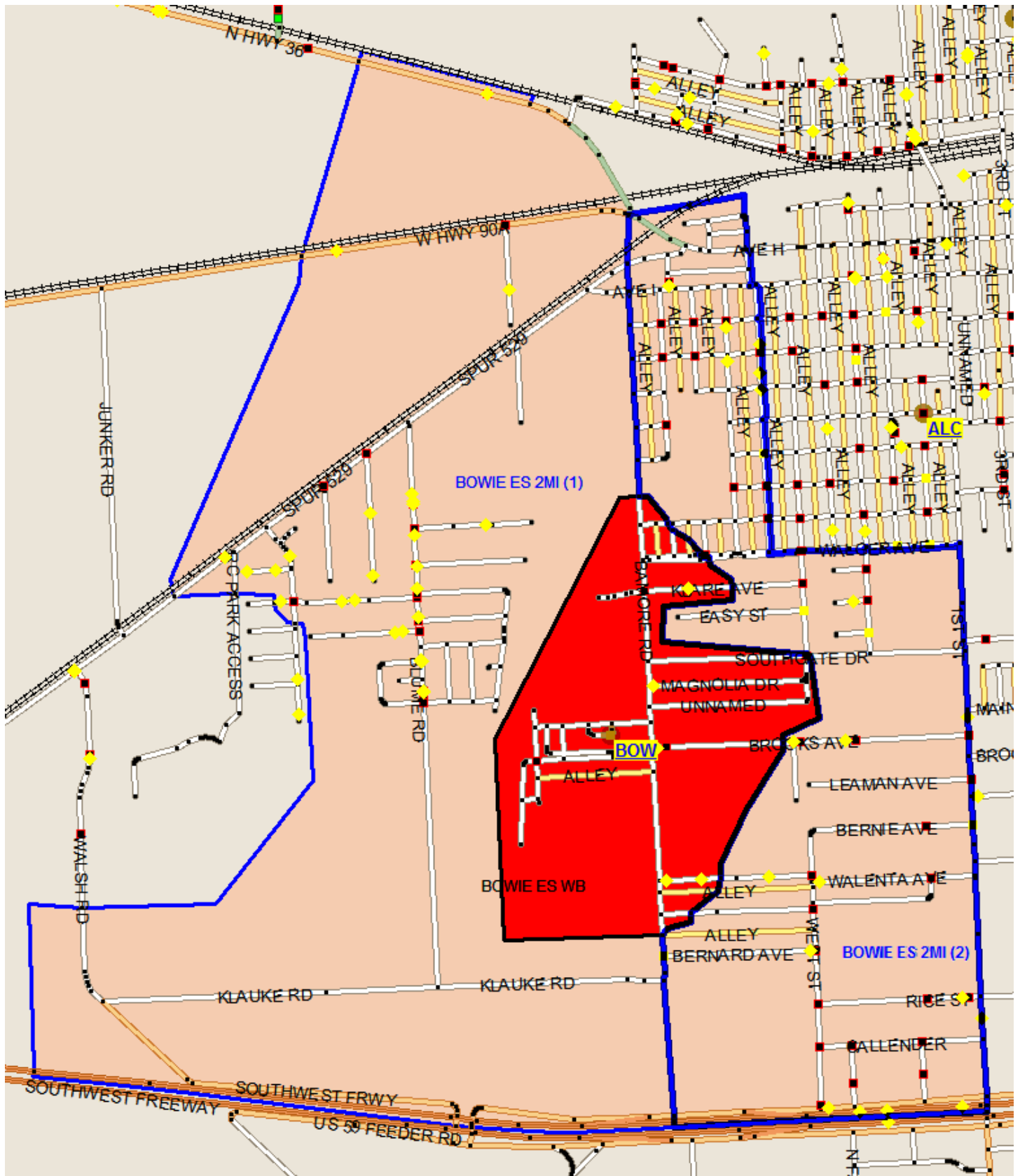
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**BOWIE ES**

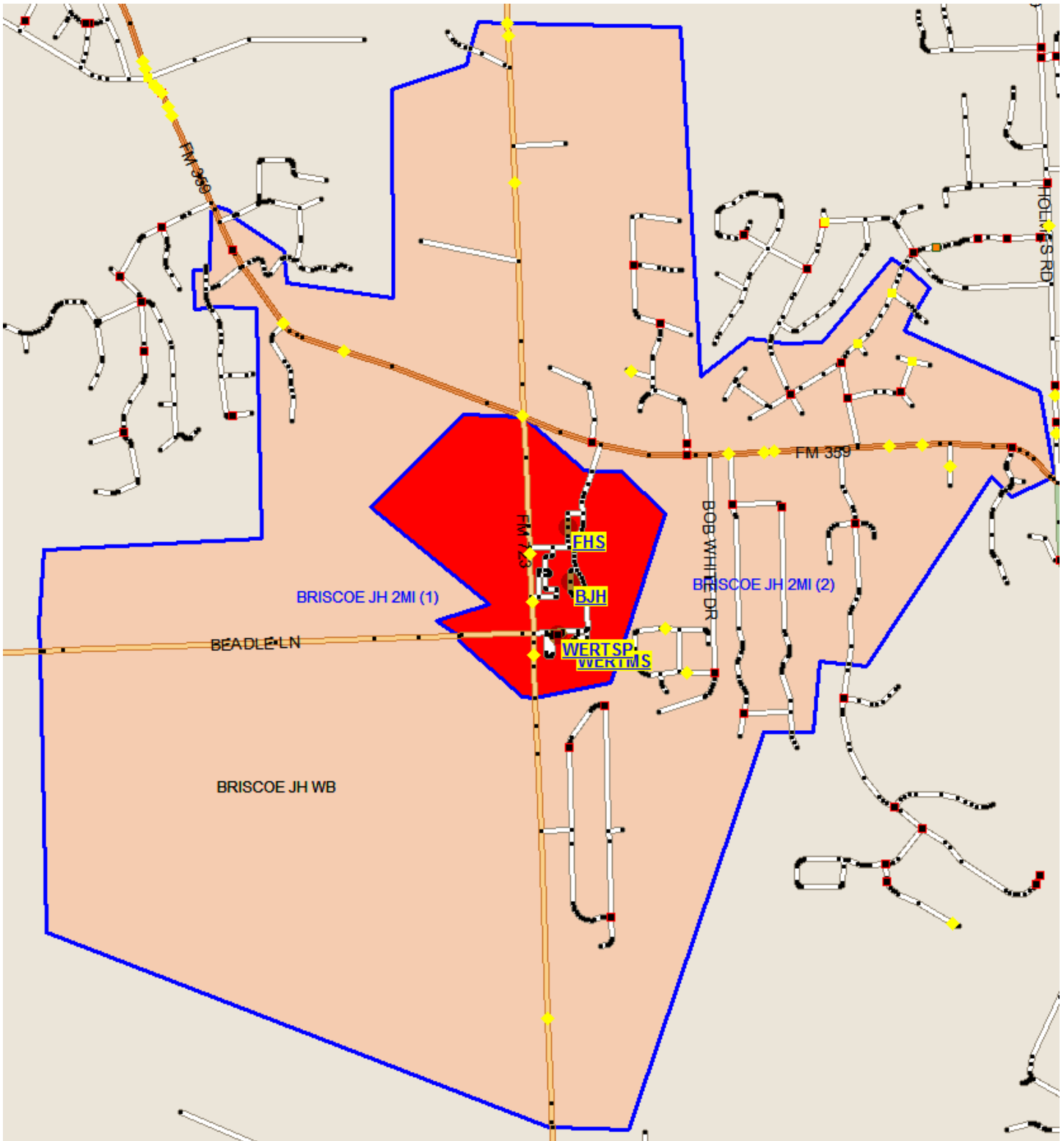
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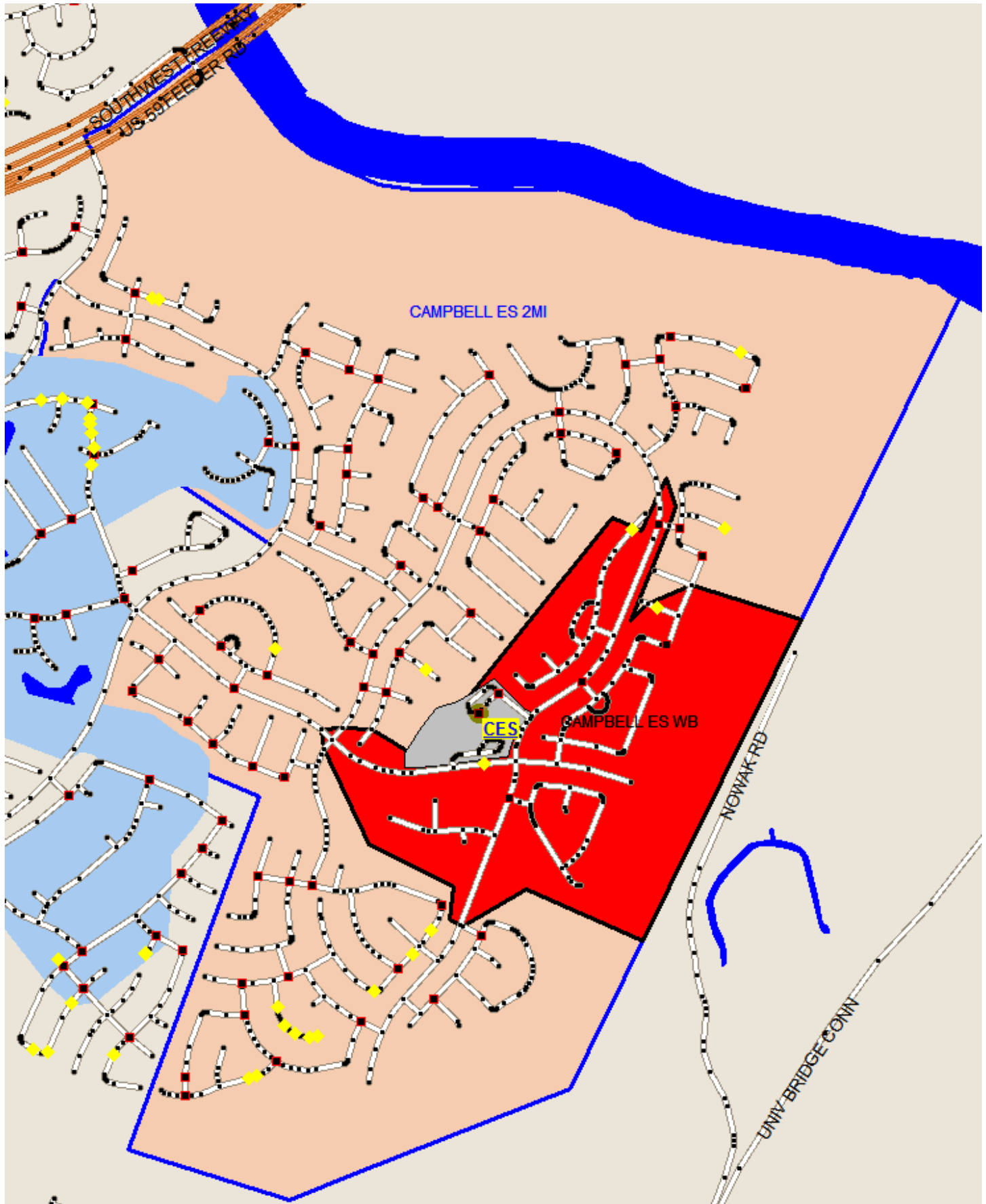
BRISCOE JH

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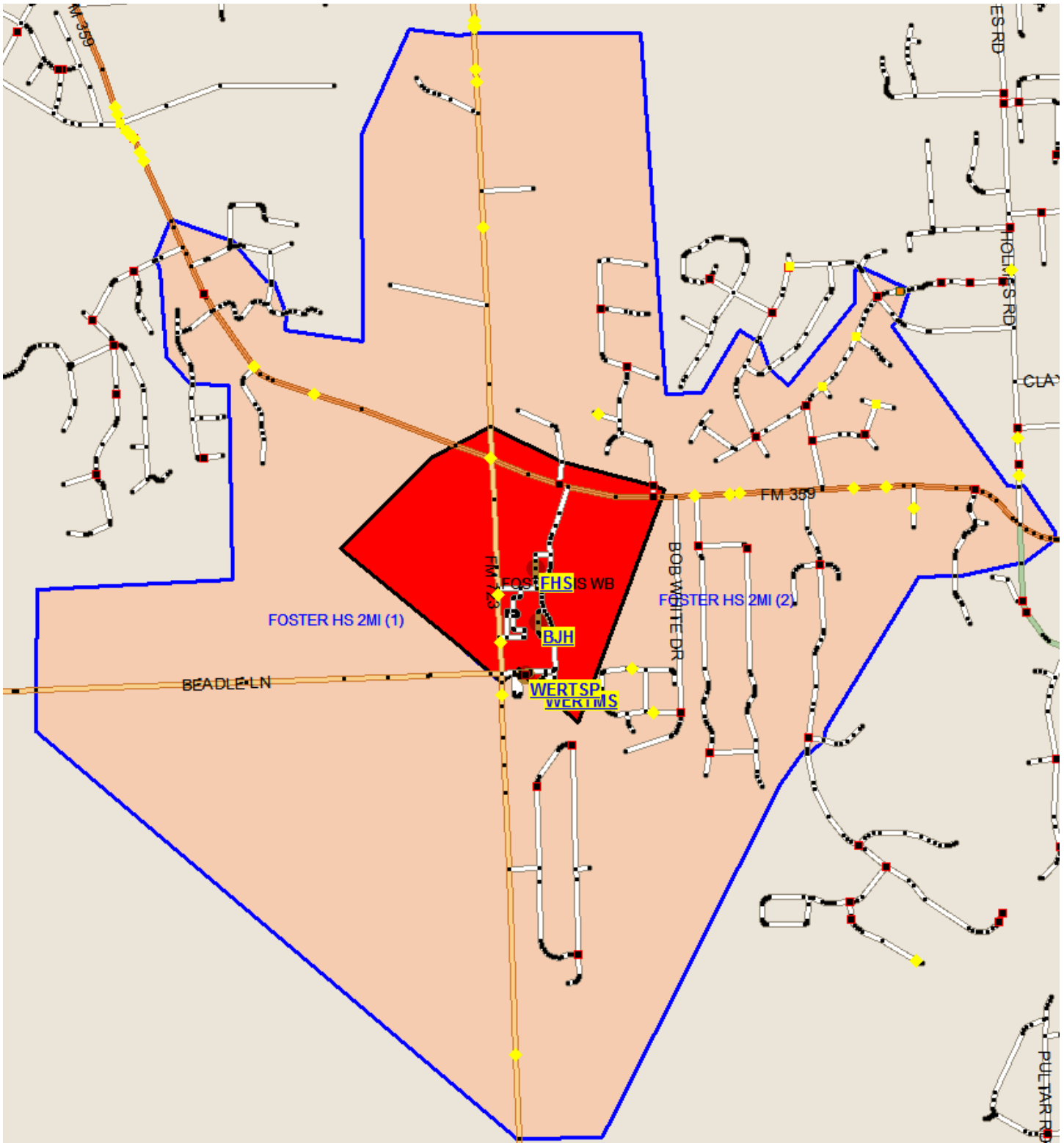
CAMPBELL ES

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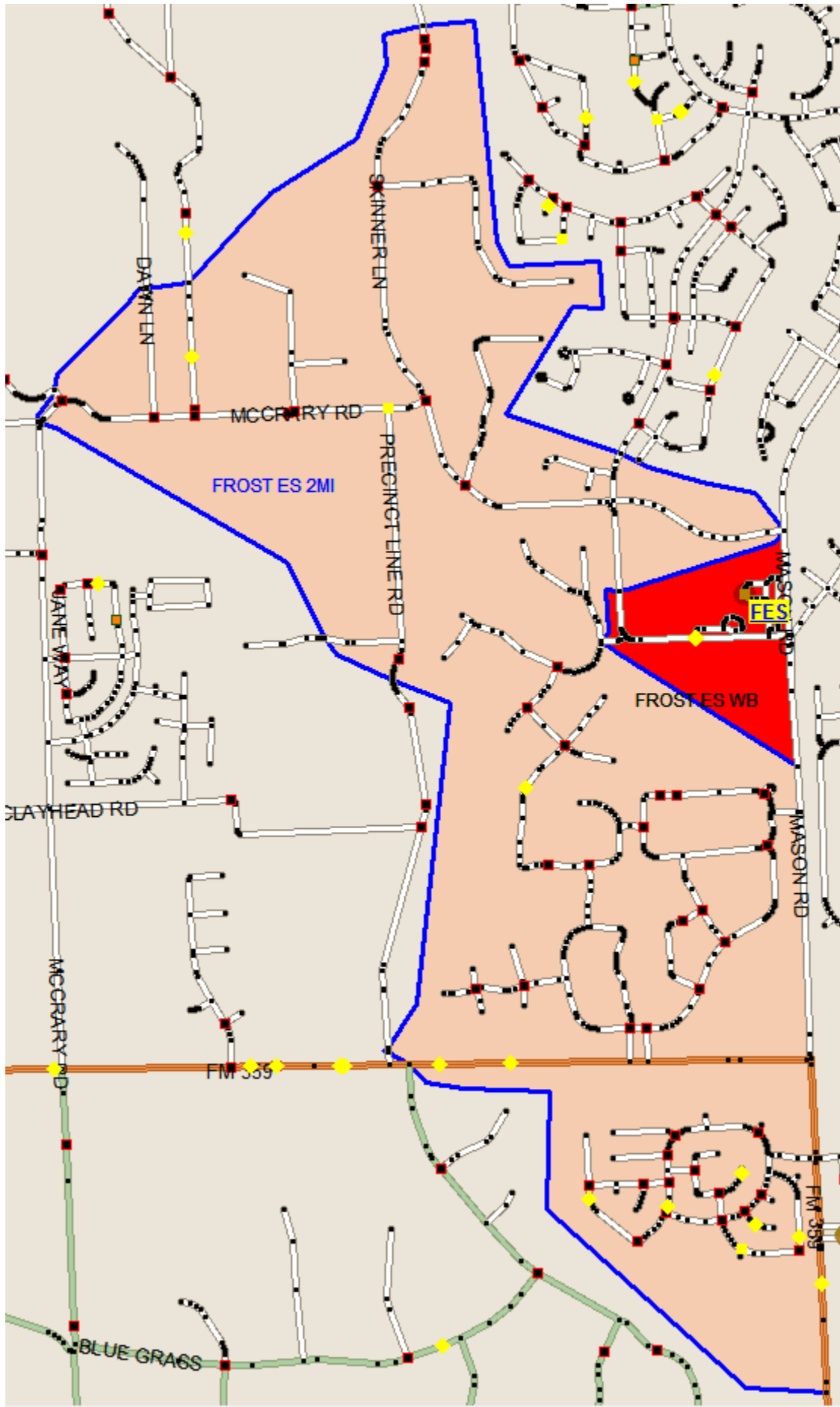
FOSTER HS

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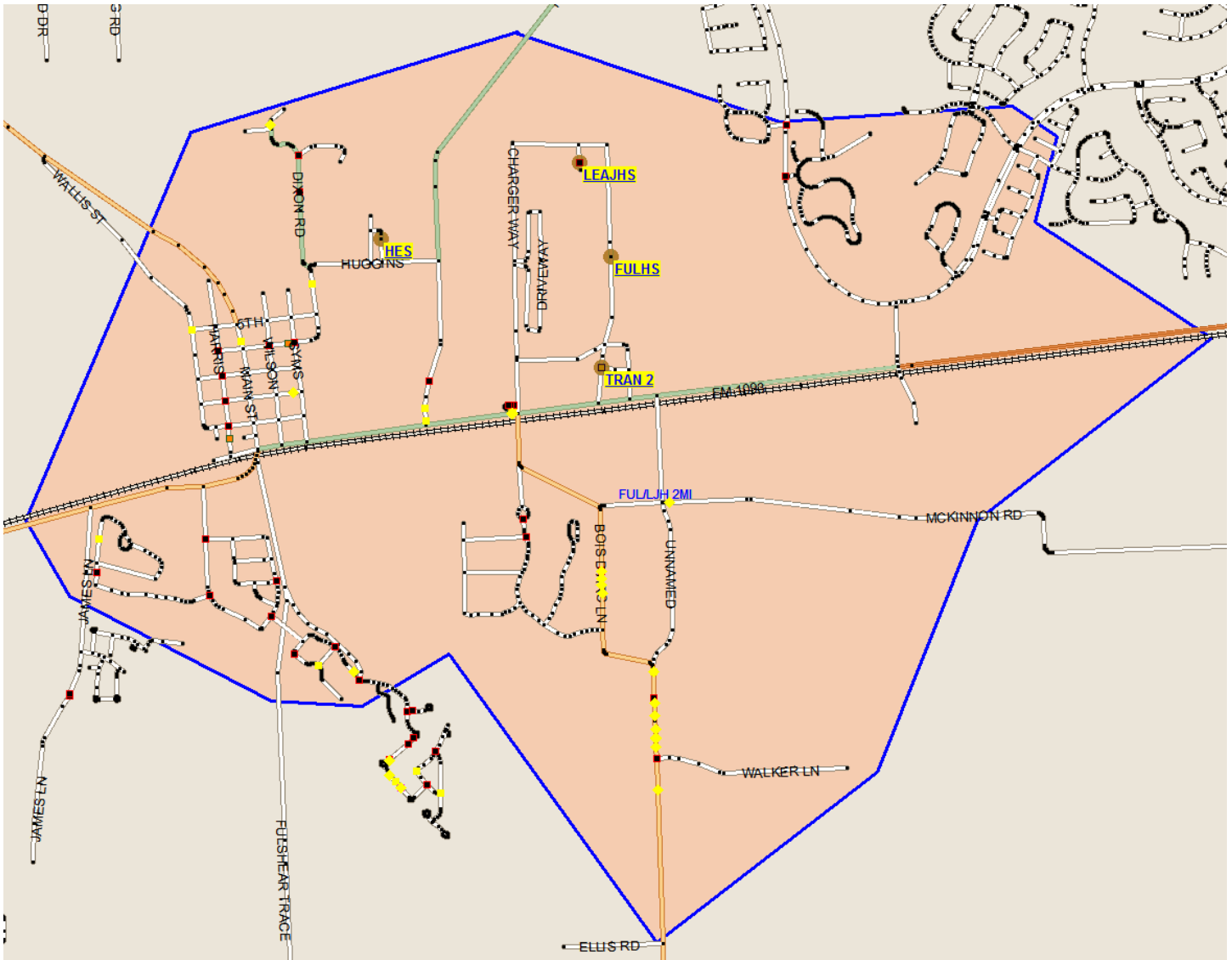
FROST ES

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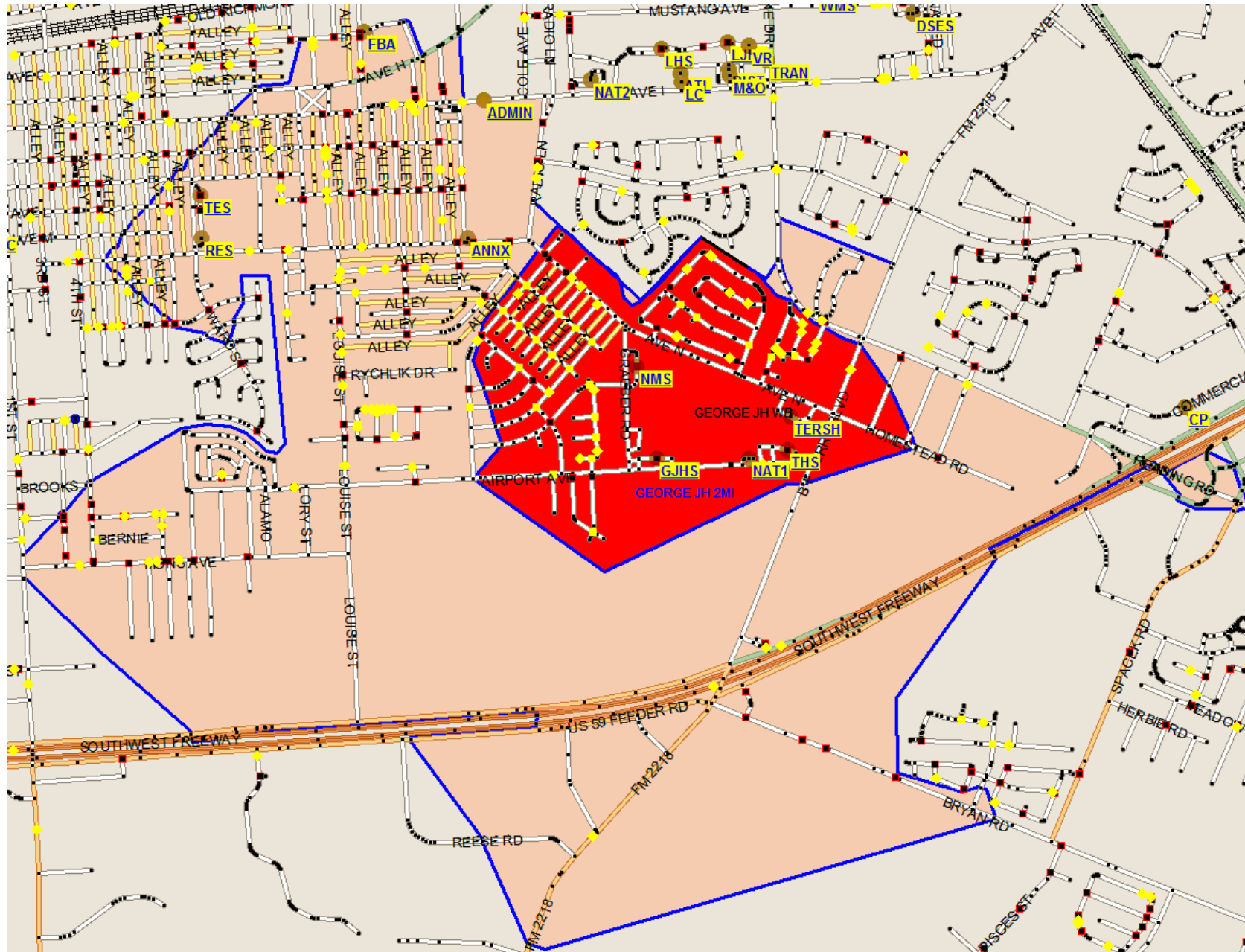
FULSHEAR HS / LEAMAN JH

☐ = Transportation provided within 2 miles of school    ■ = Transportation not provided





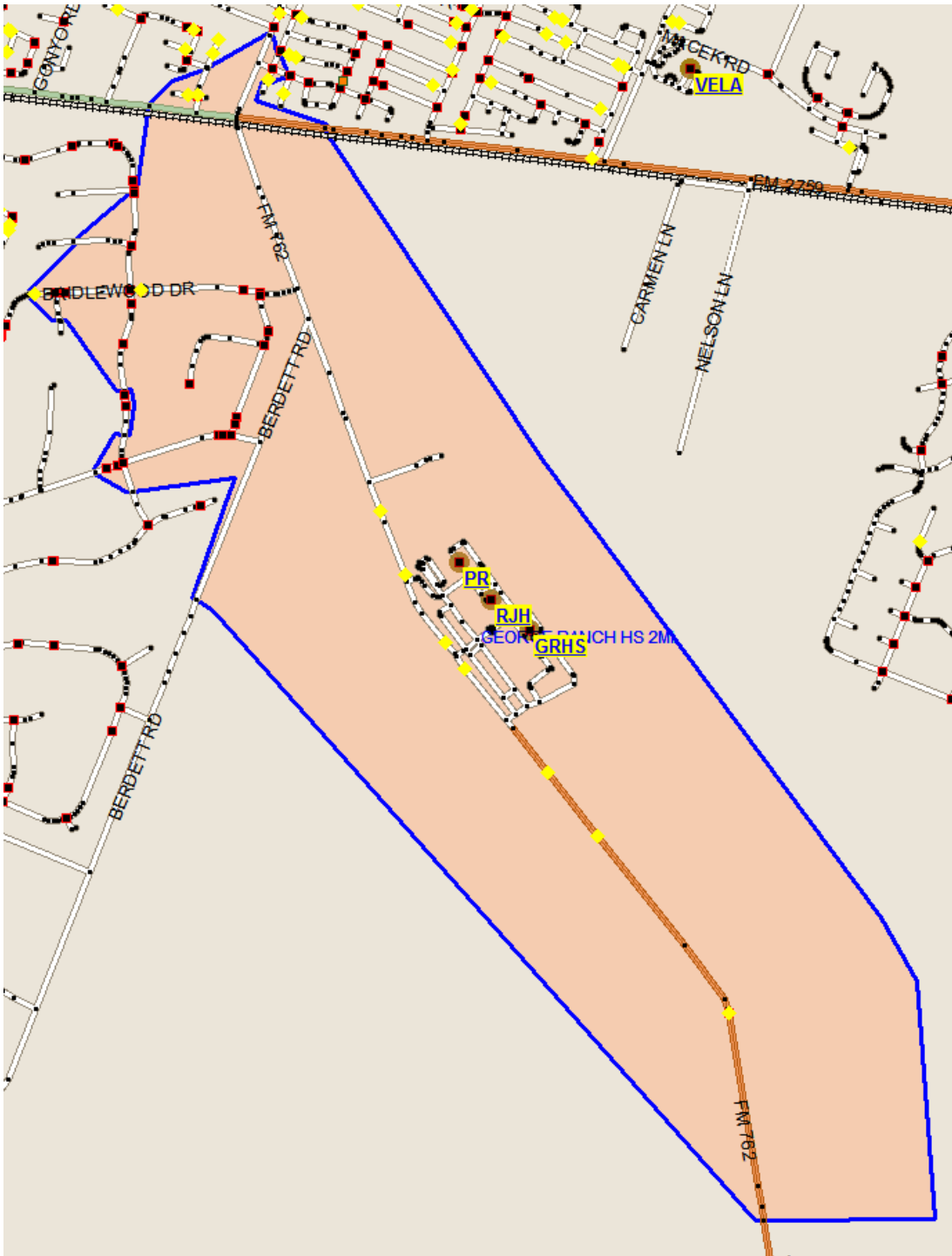
GEORGE JH

 = Transportation provided within 2 miles of school  = Transportation not provided





GEORGE RANCH HS

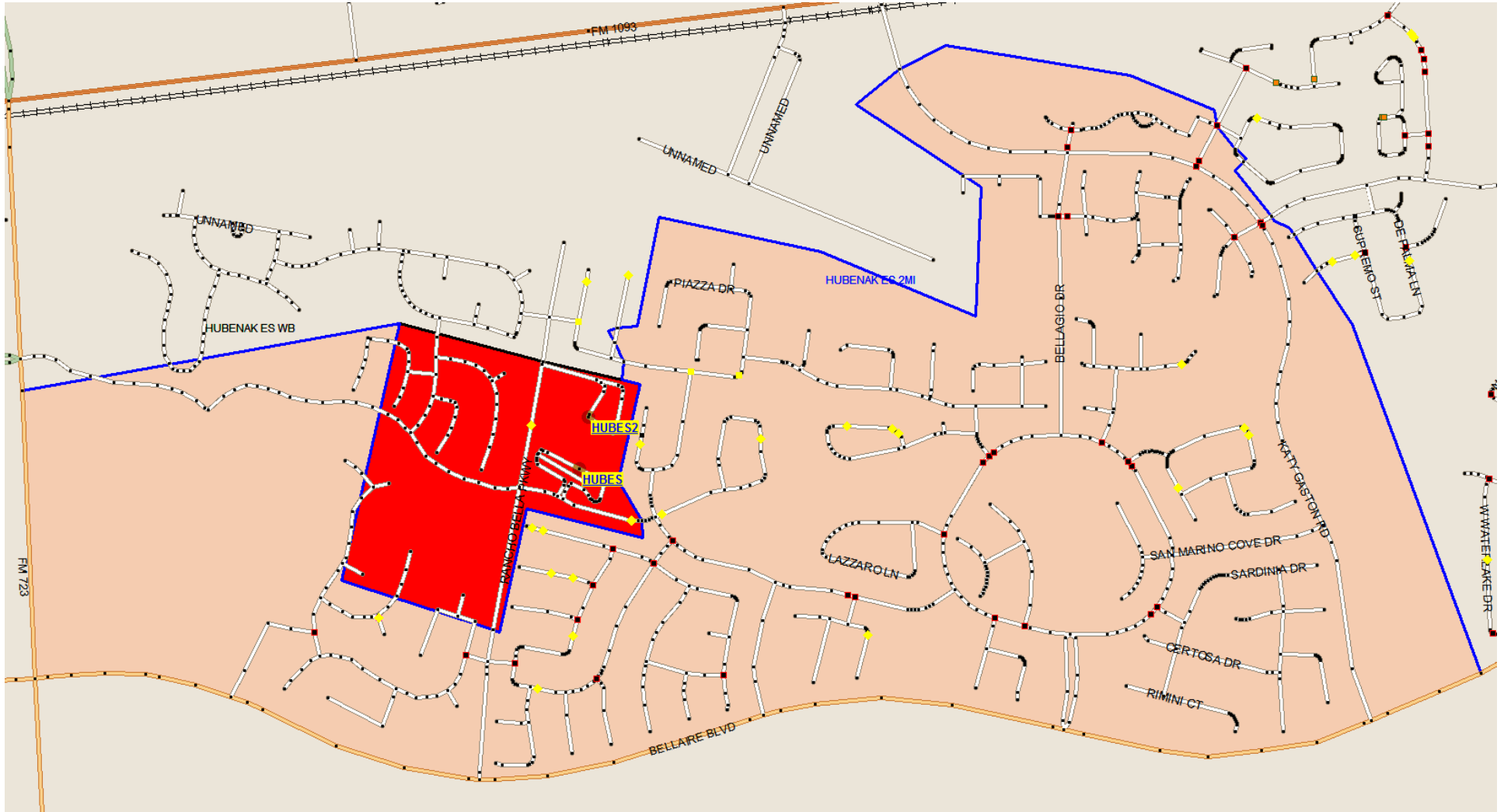
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# HUBENAK ES



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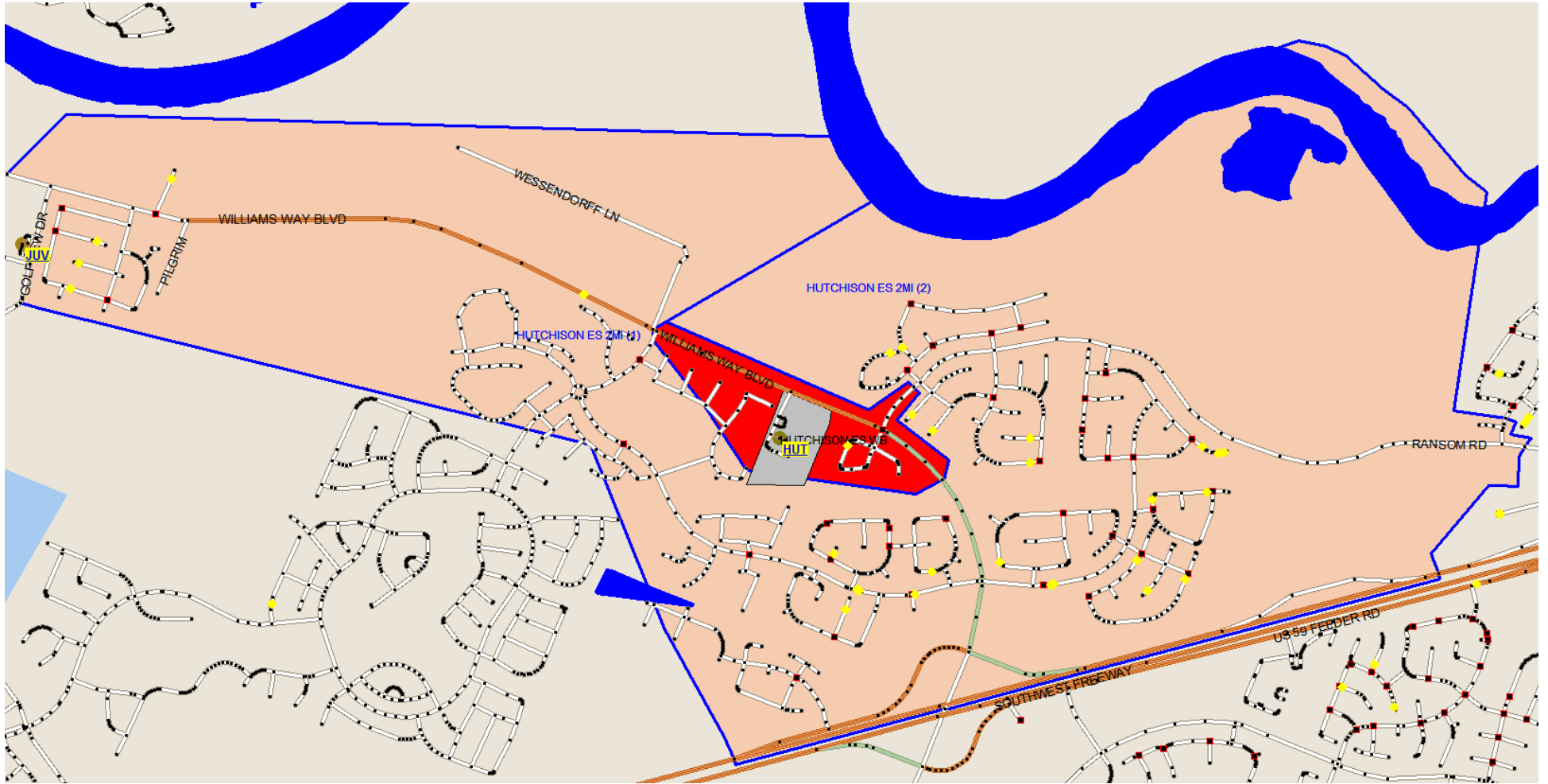








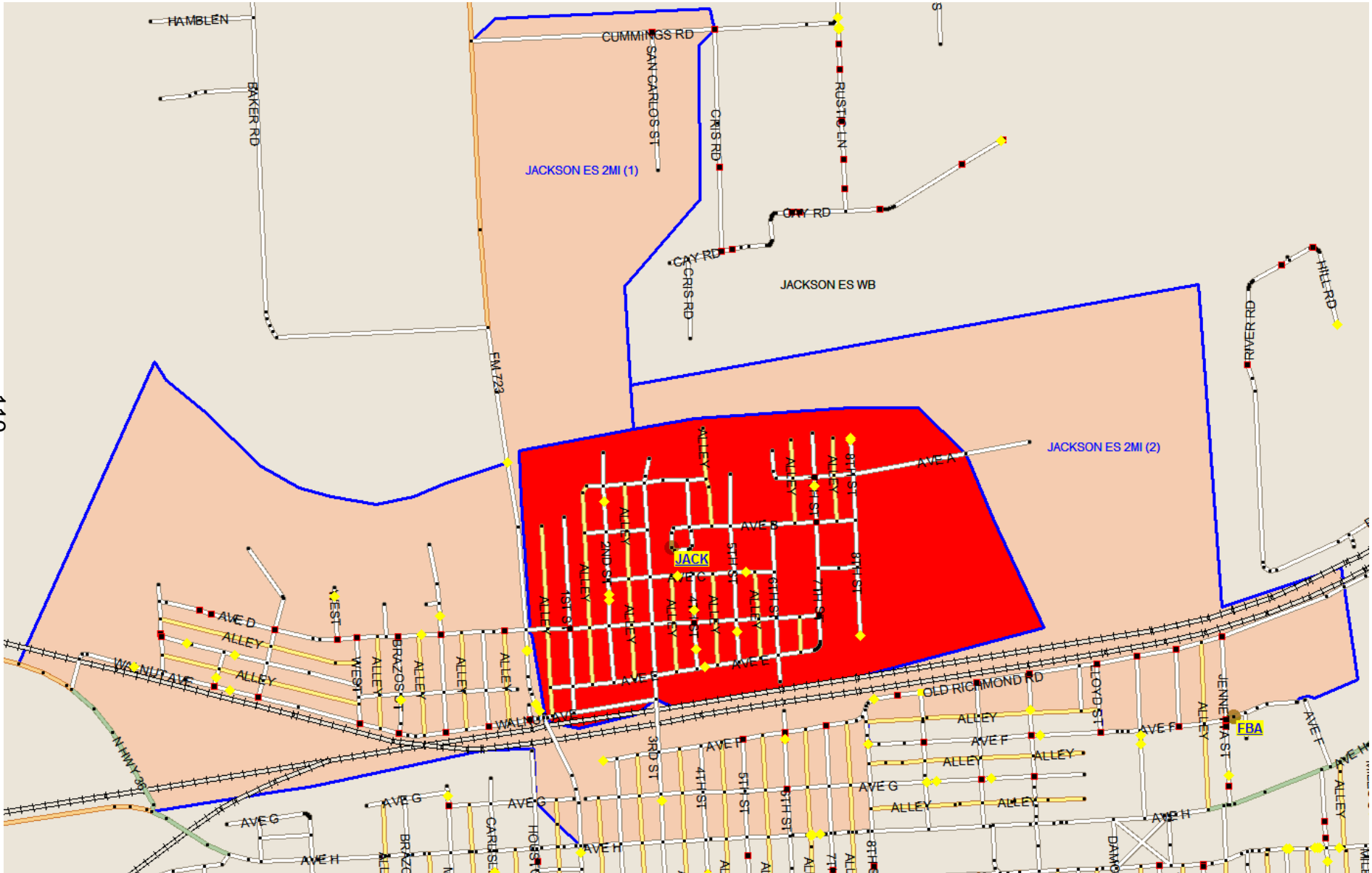
# HUTCHISON HS

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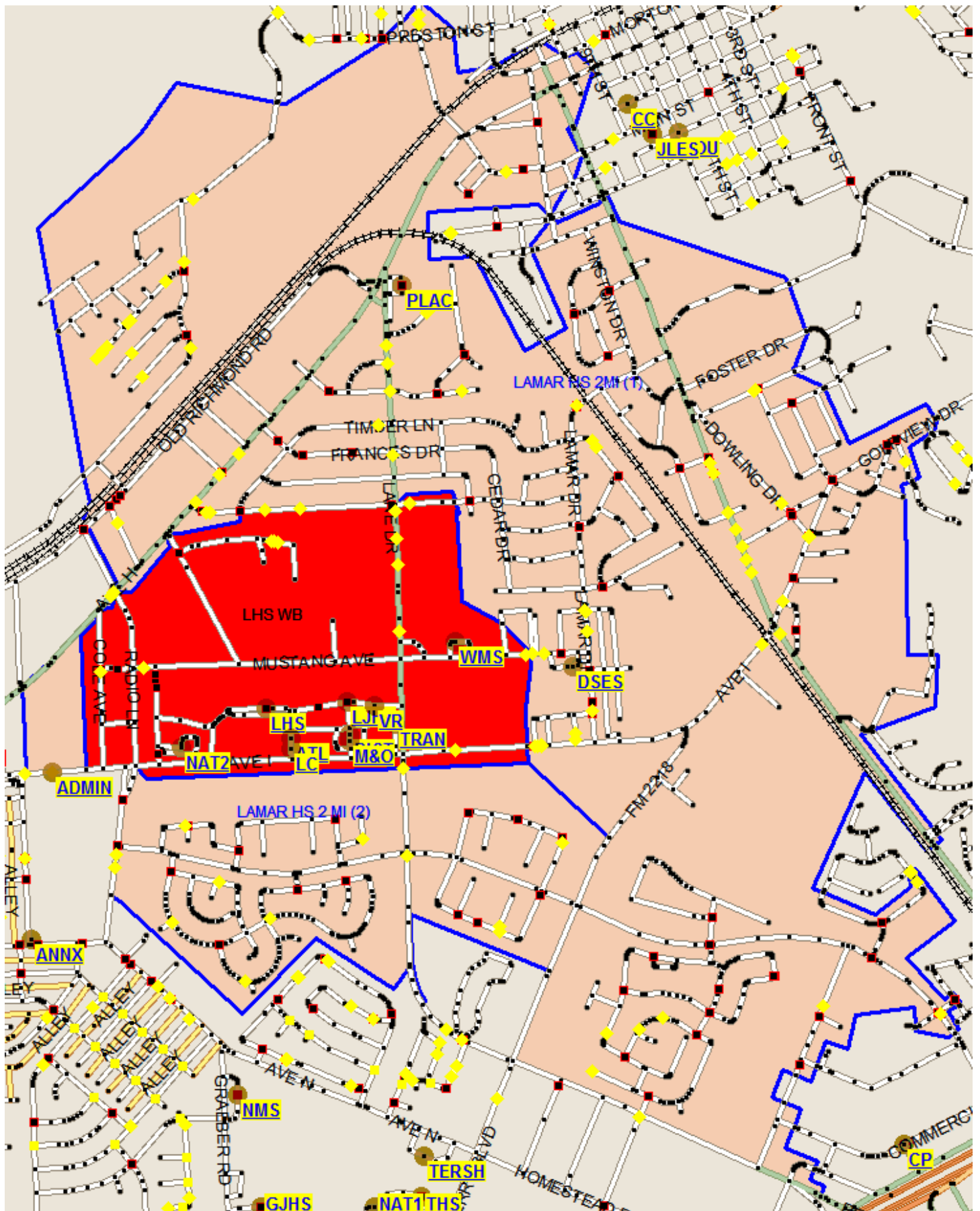
# JACKSON HS

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LAMAR HS

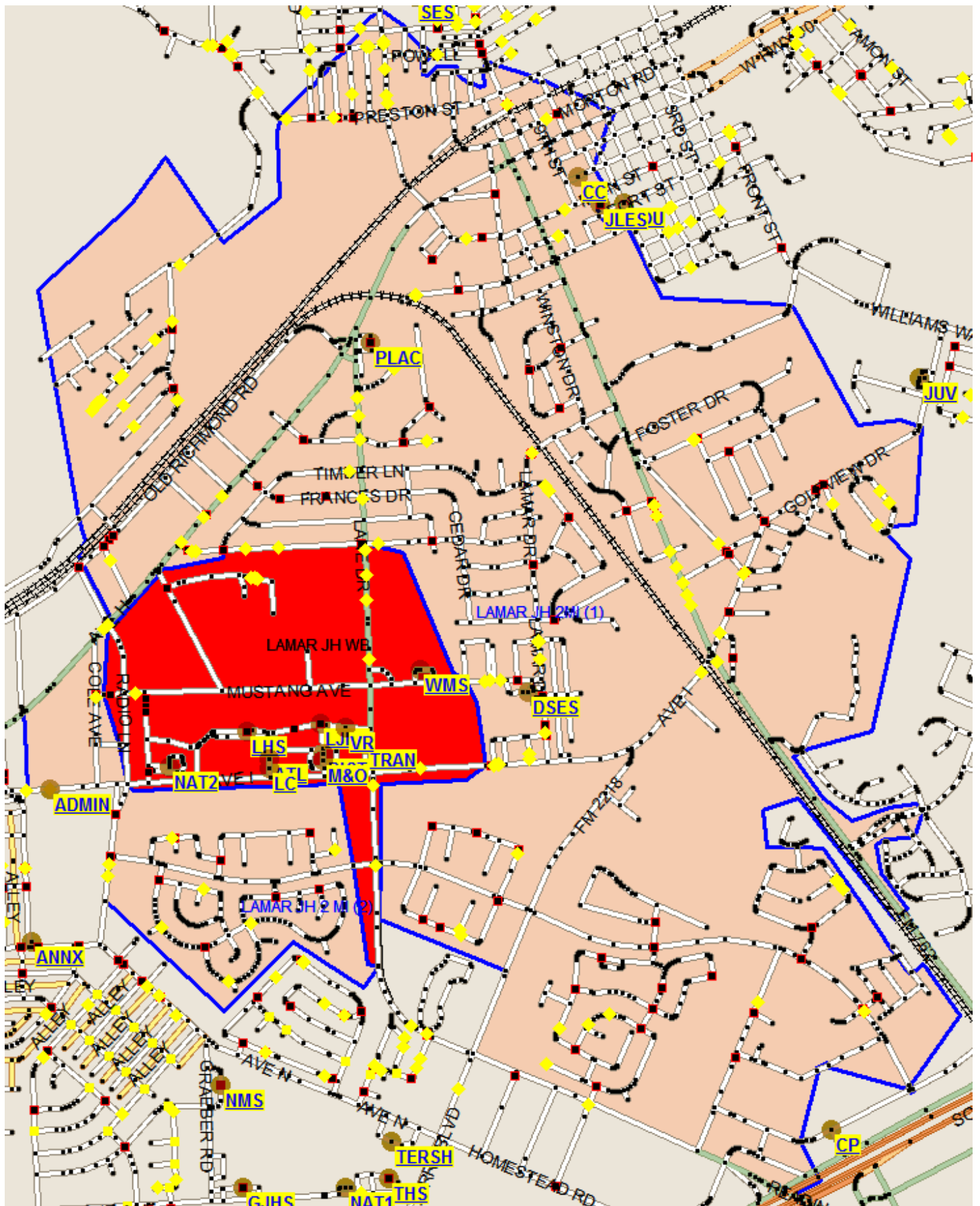
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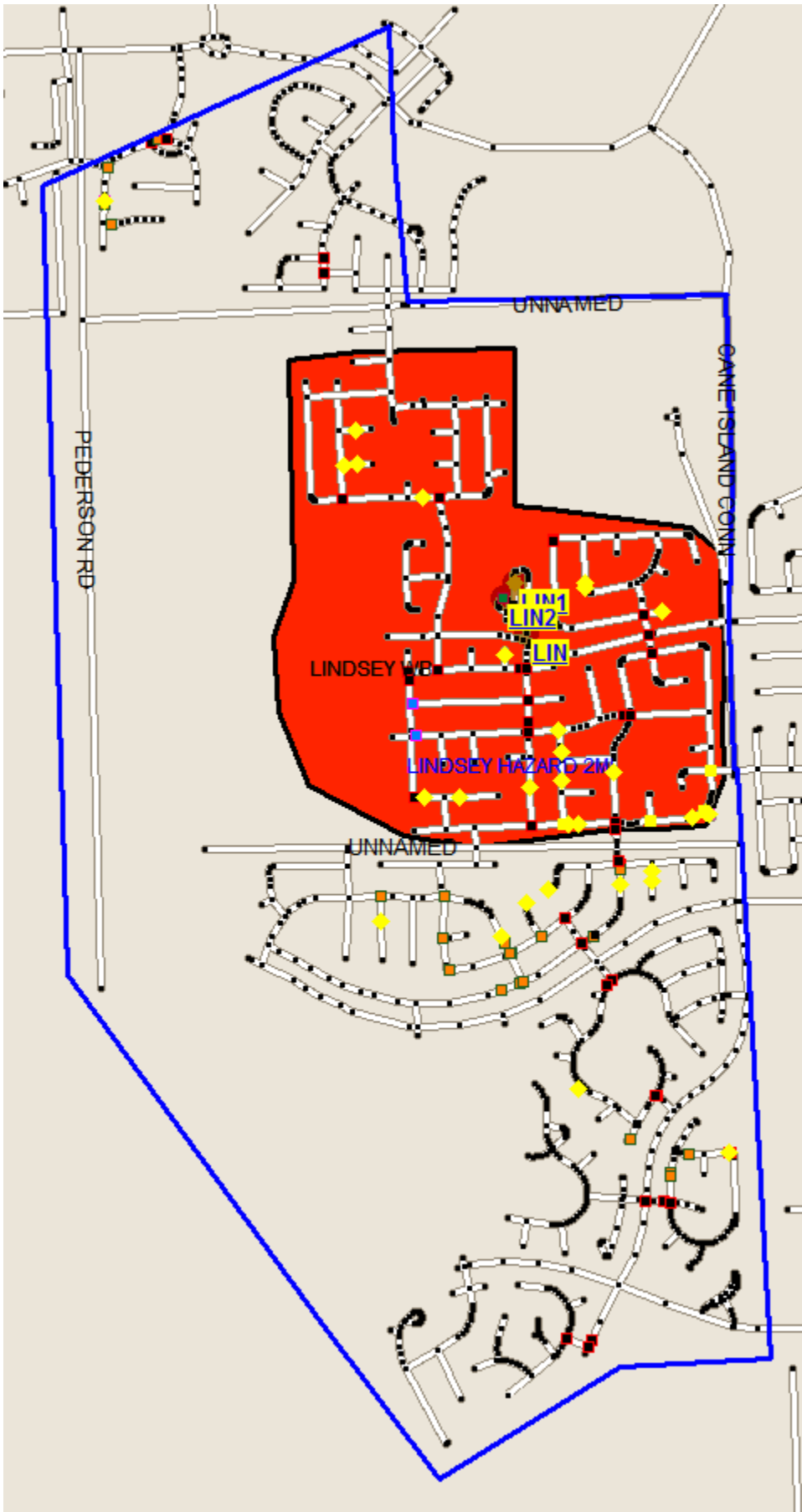
LAMAR JH

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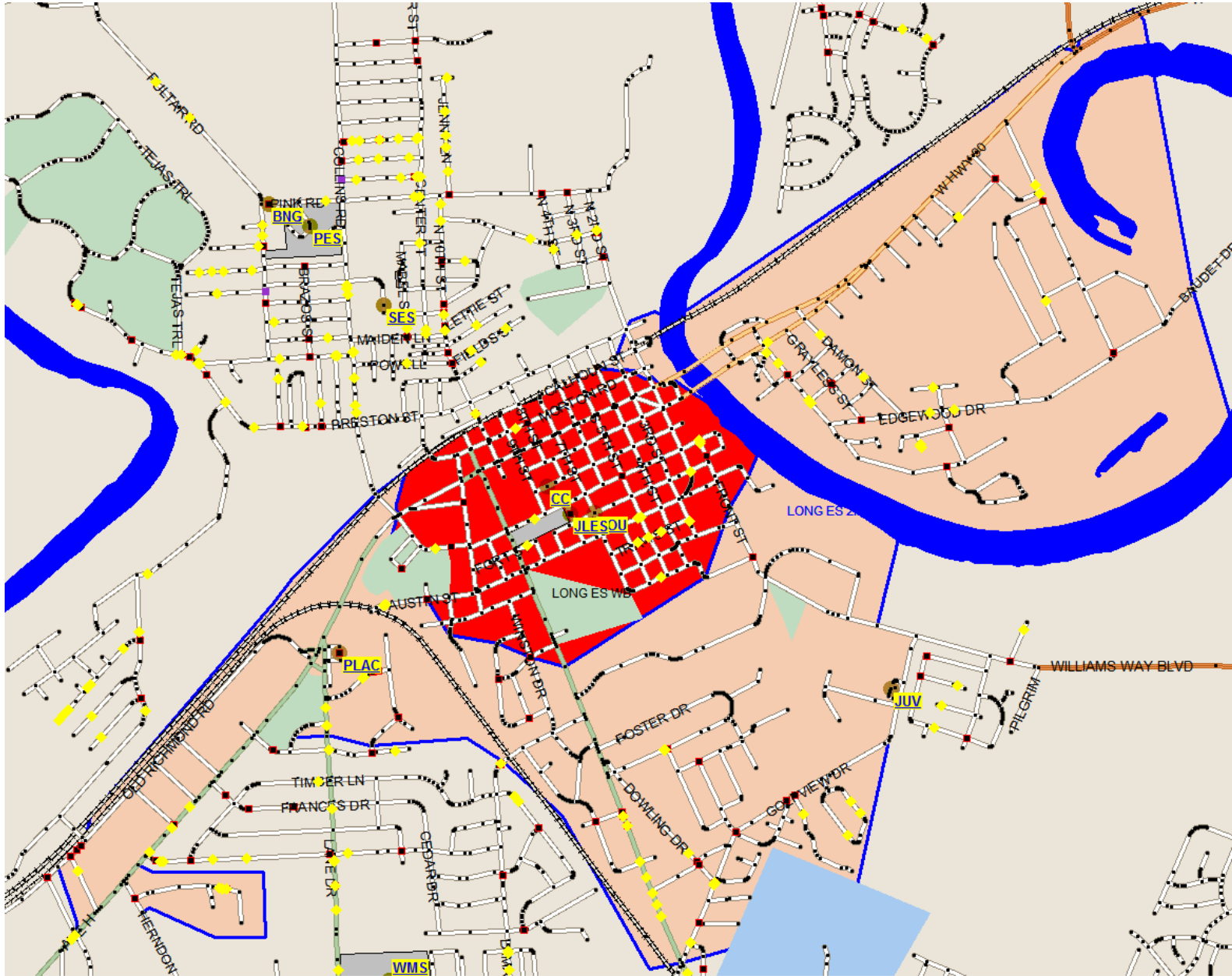
LINDSEY ES

☐ = Transportation provided within 2 miles of school    ■ = Transportation not provided





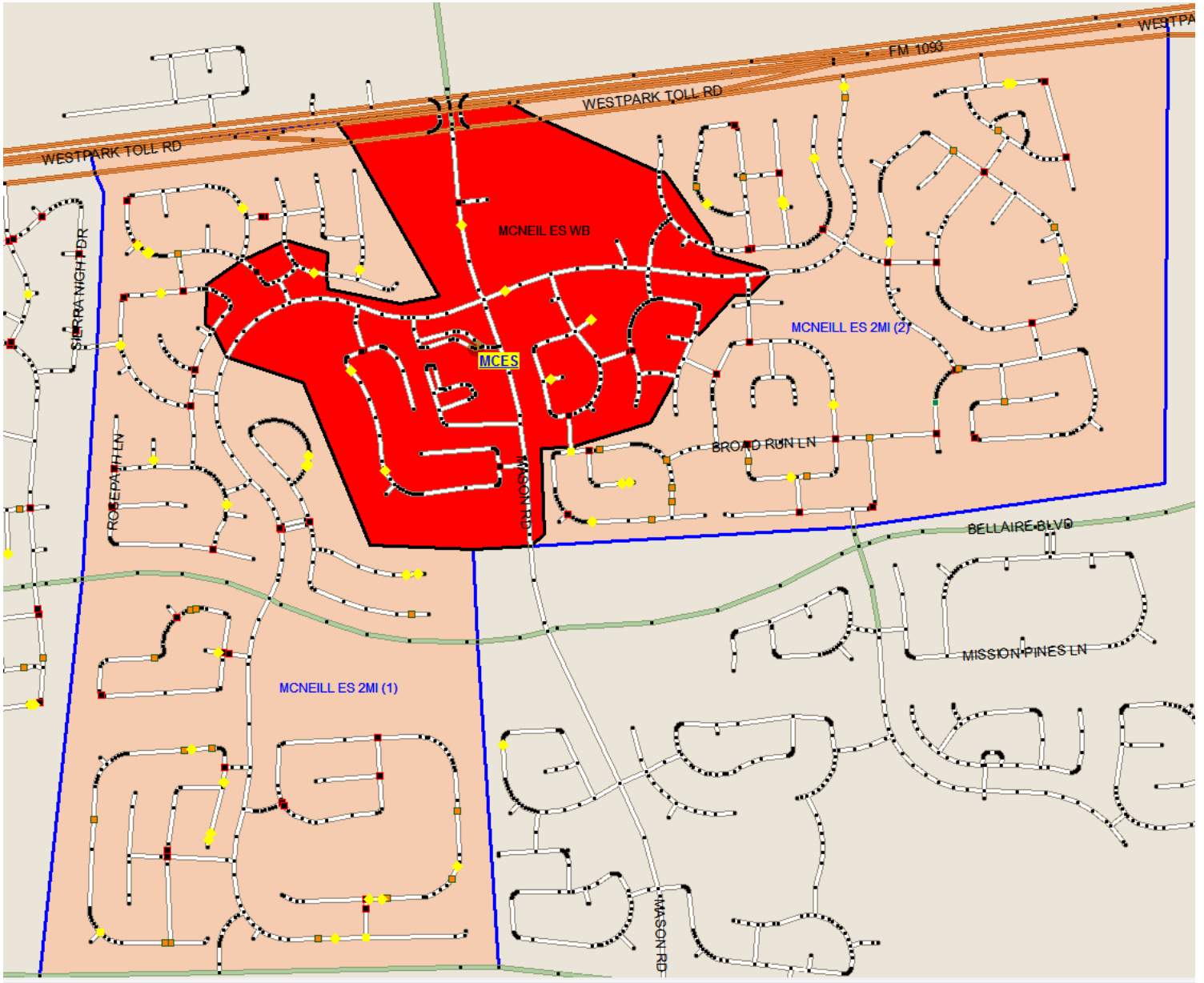
LONG ES

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MCNEIL ES

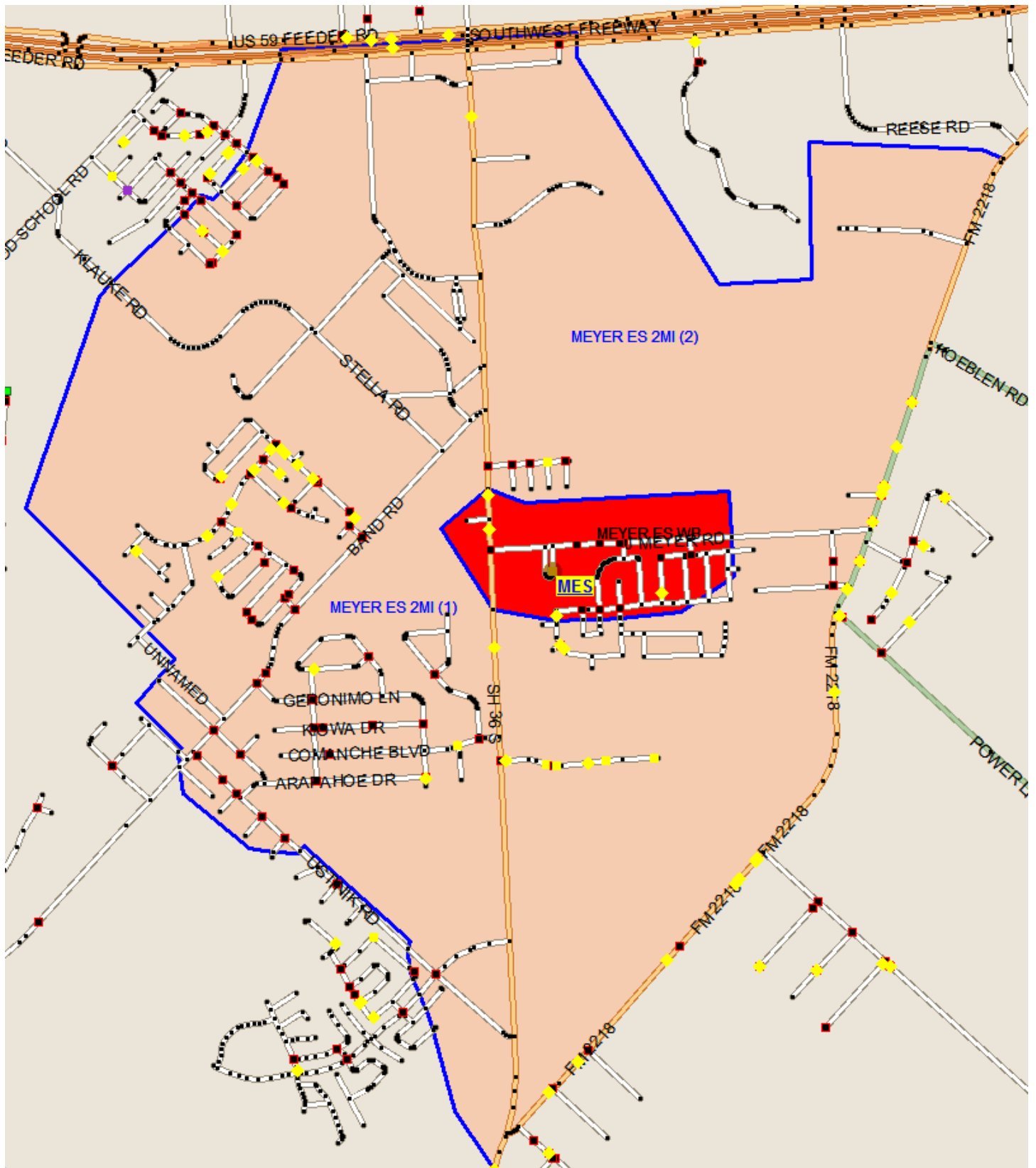
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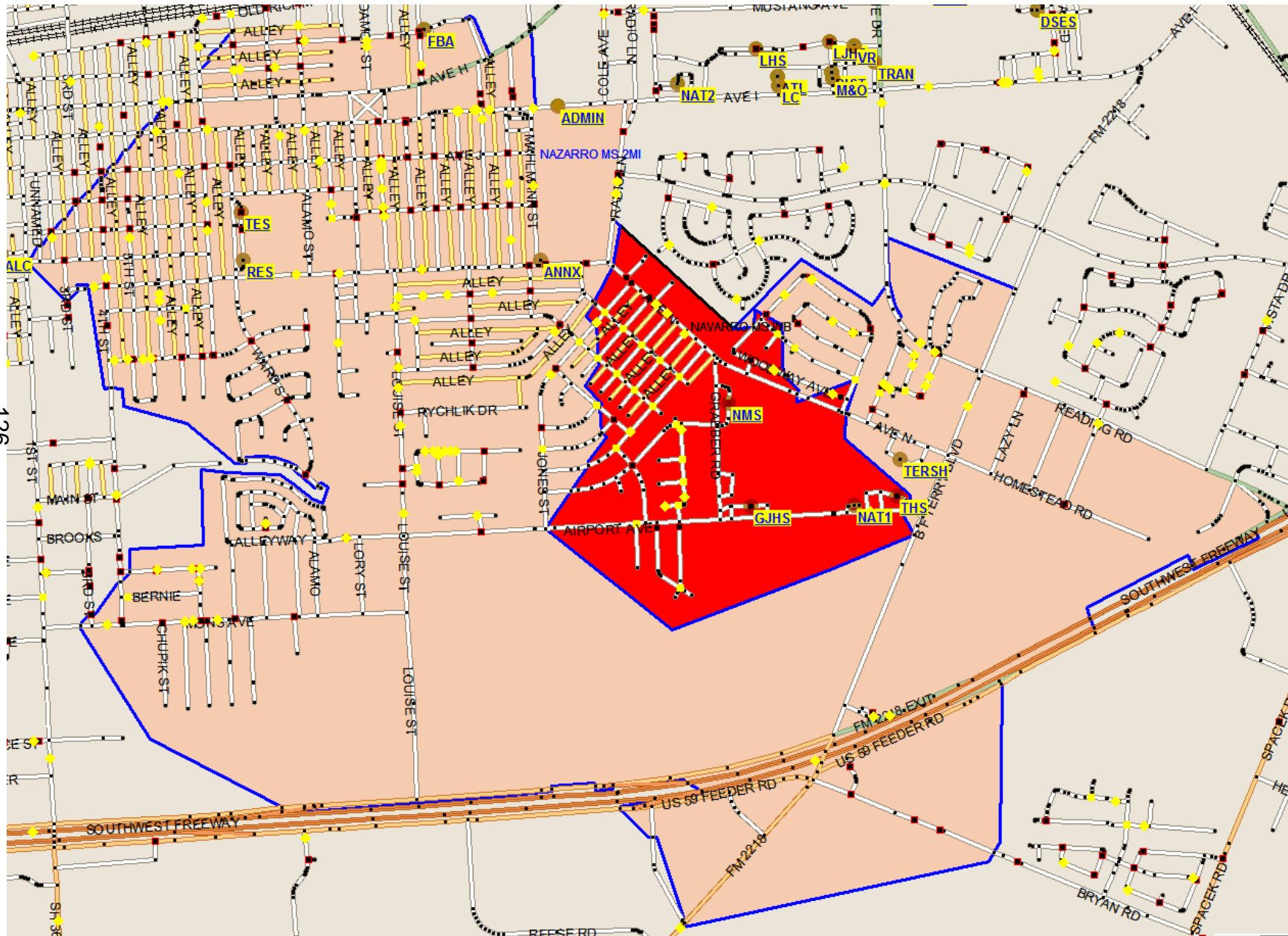
MEYER ES

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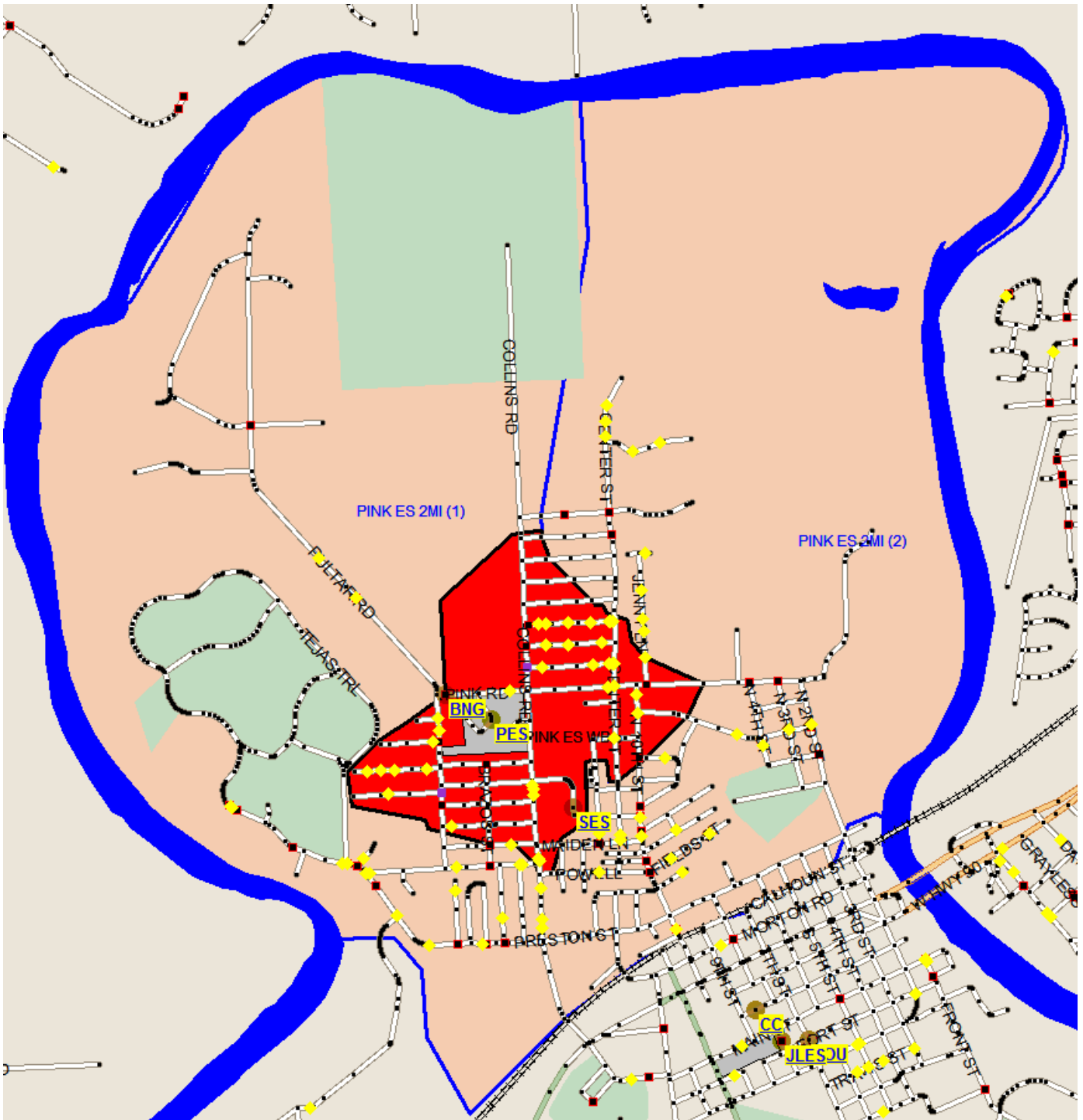
# NAVARRO MS

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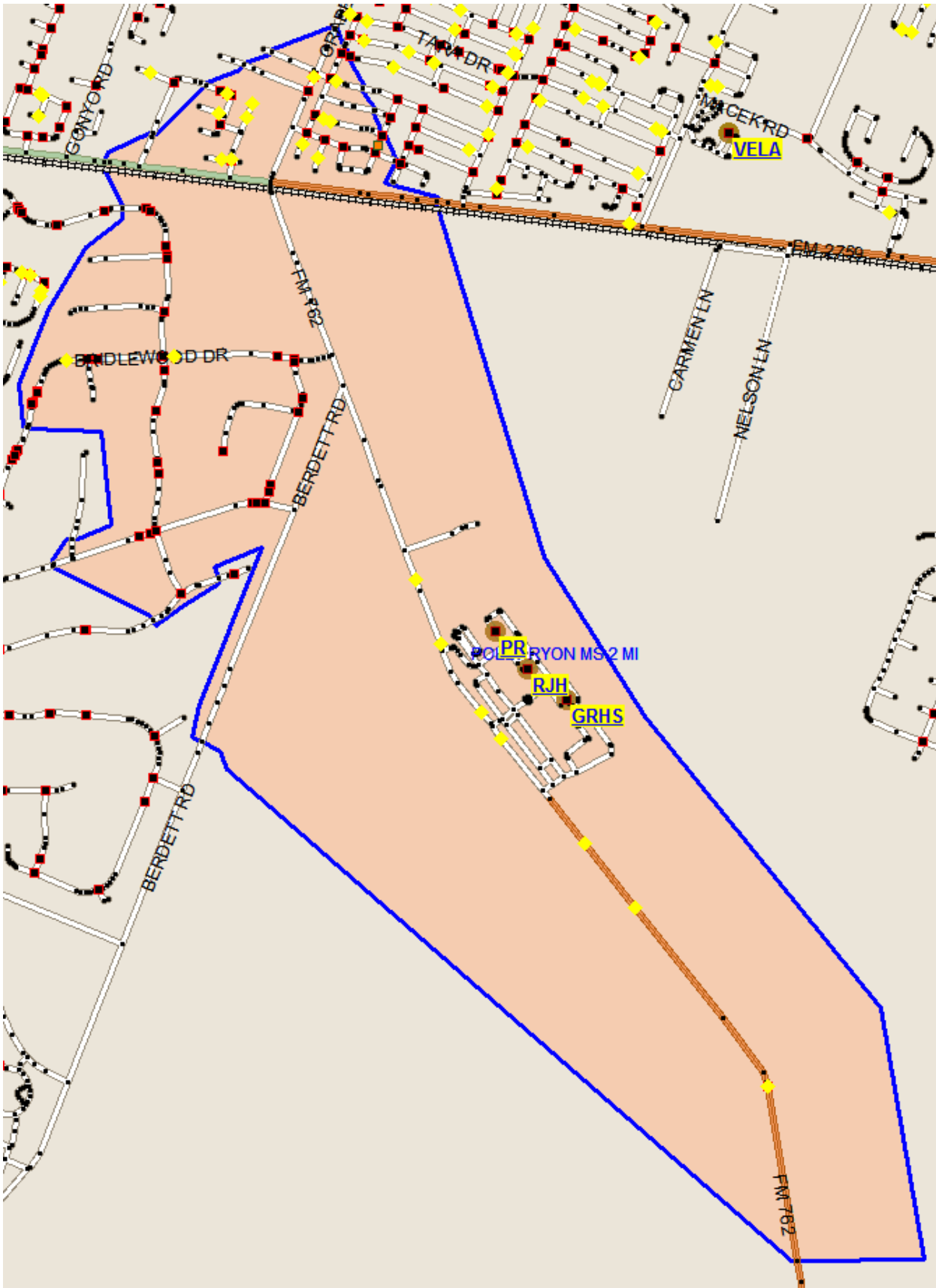
PINK ES

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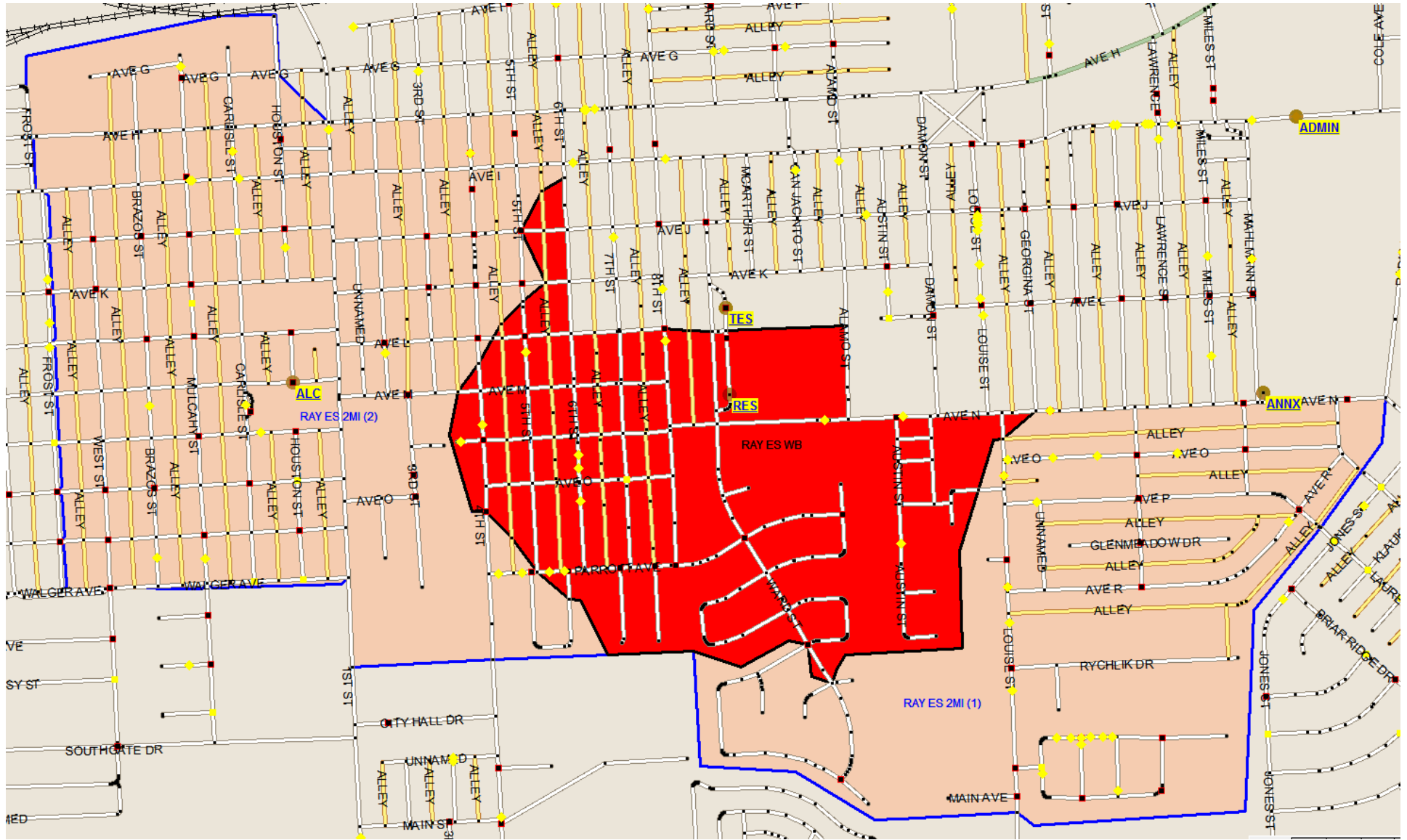
POLLY RYON MS

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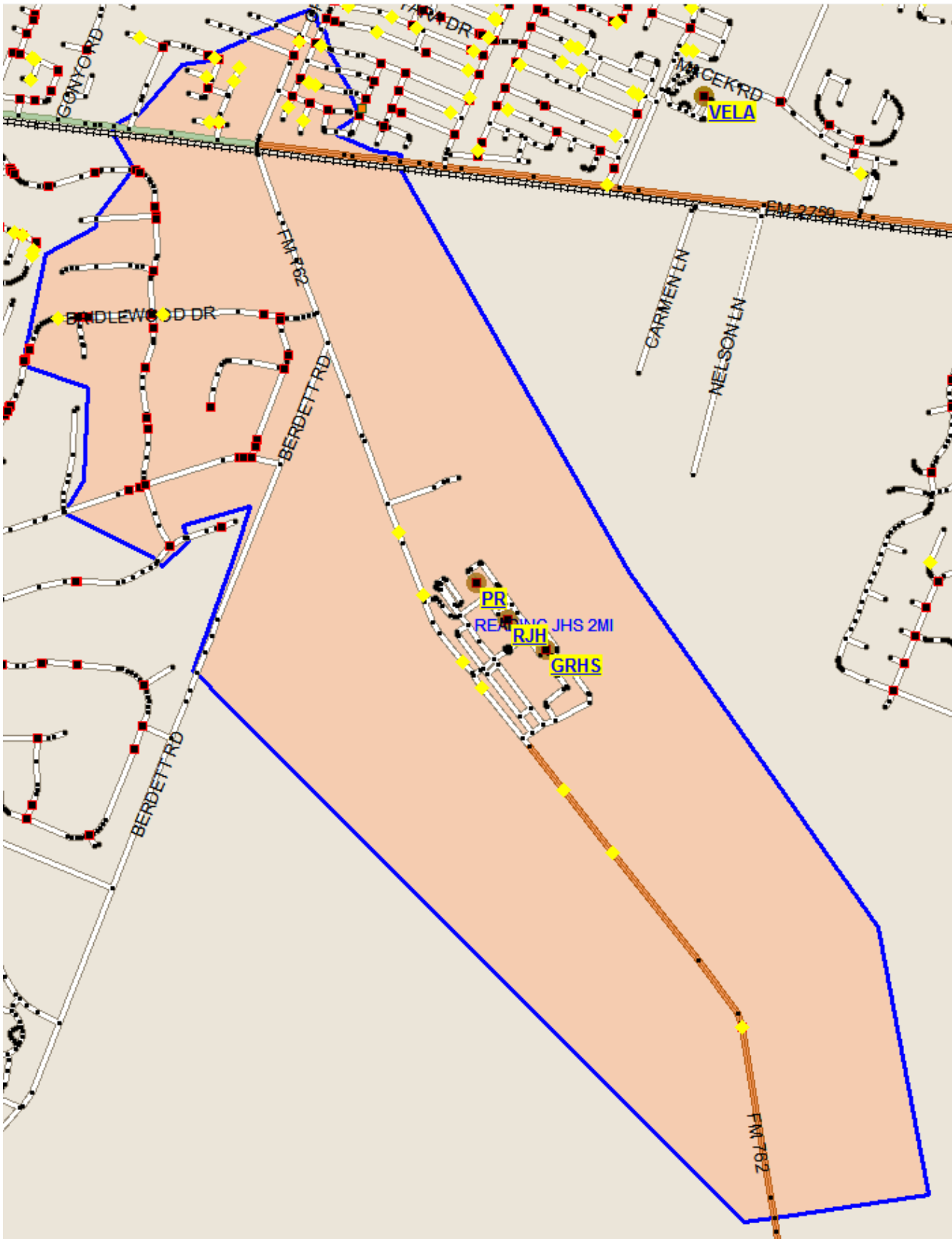
RAY ES

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READING JH

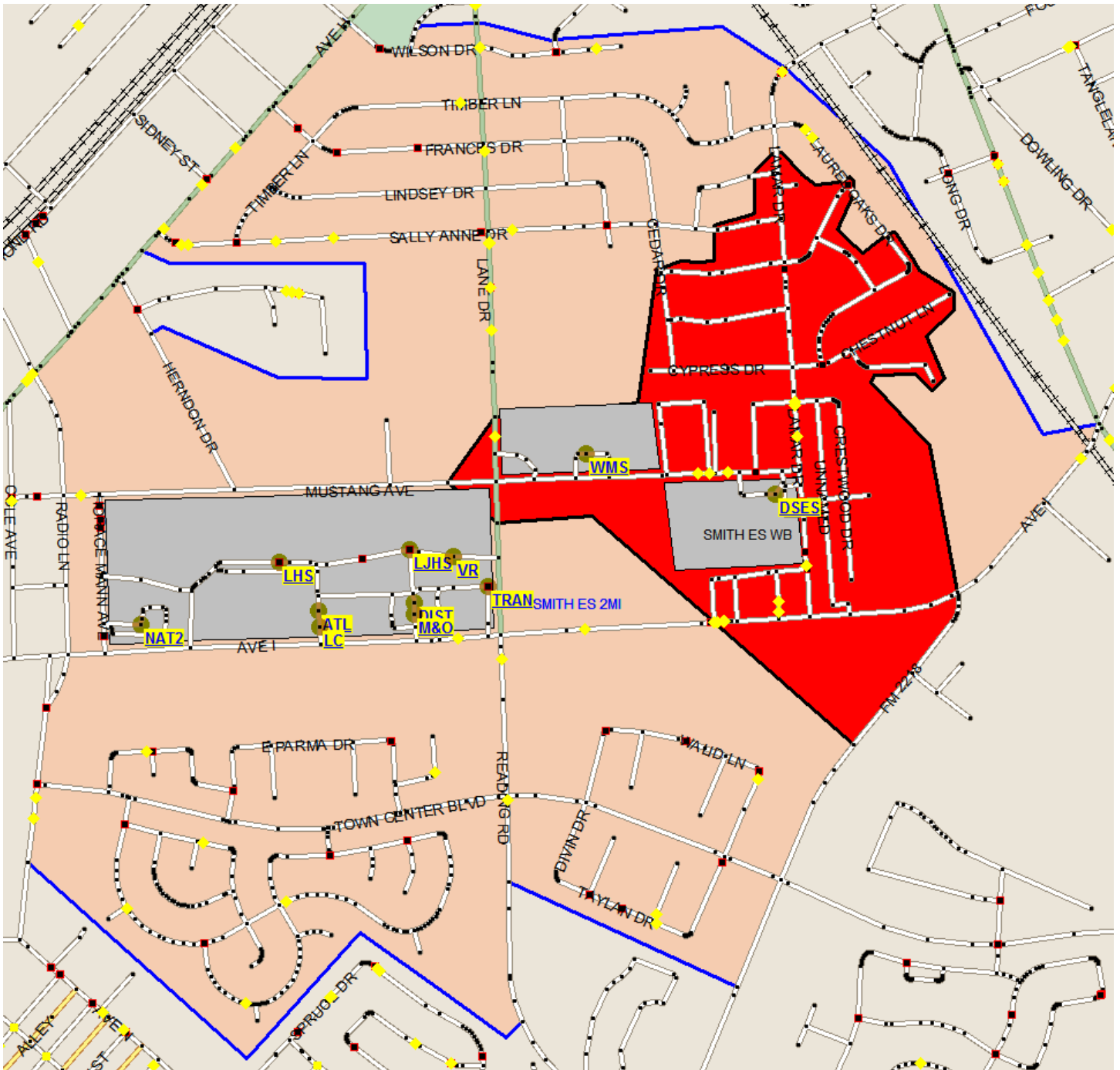
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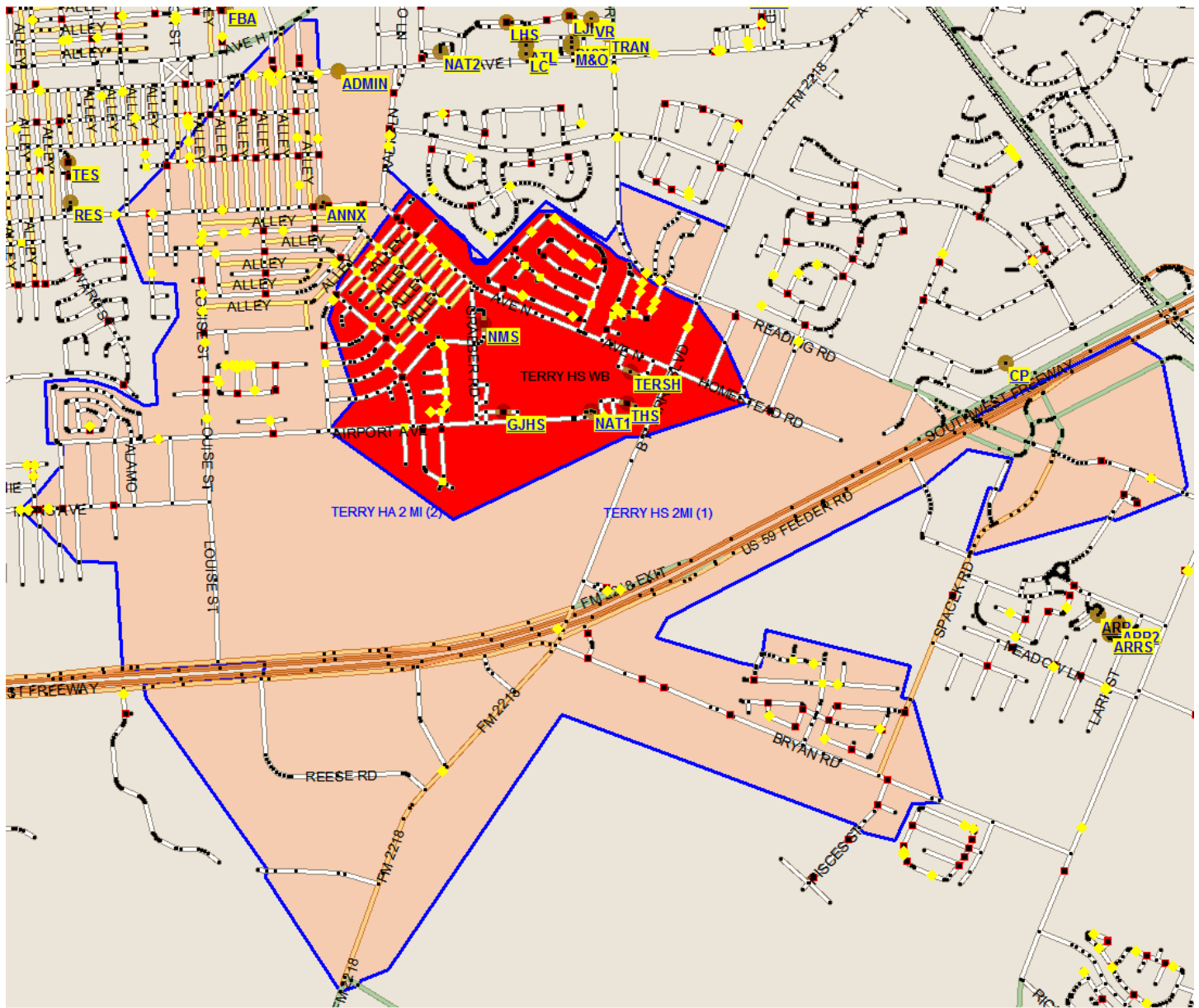
SMITH ES

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TERRY HS

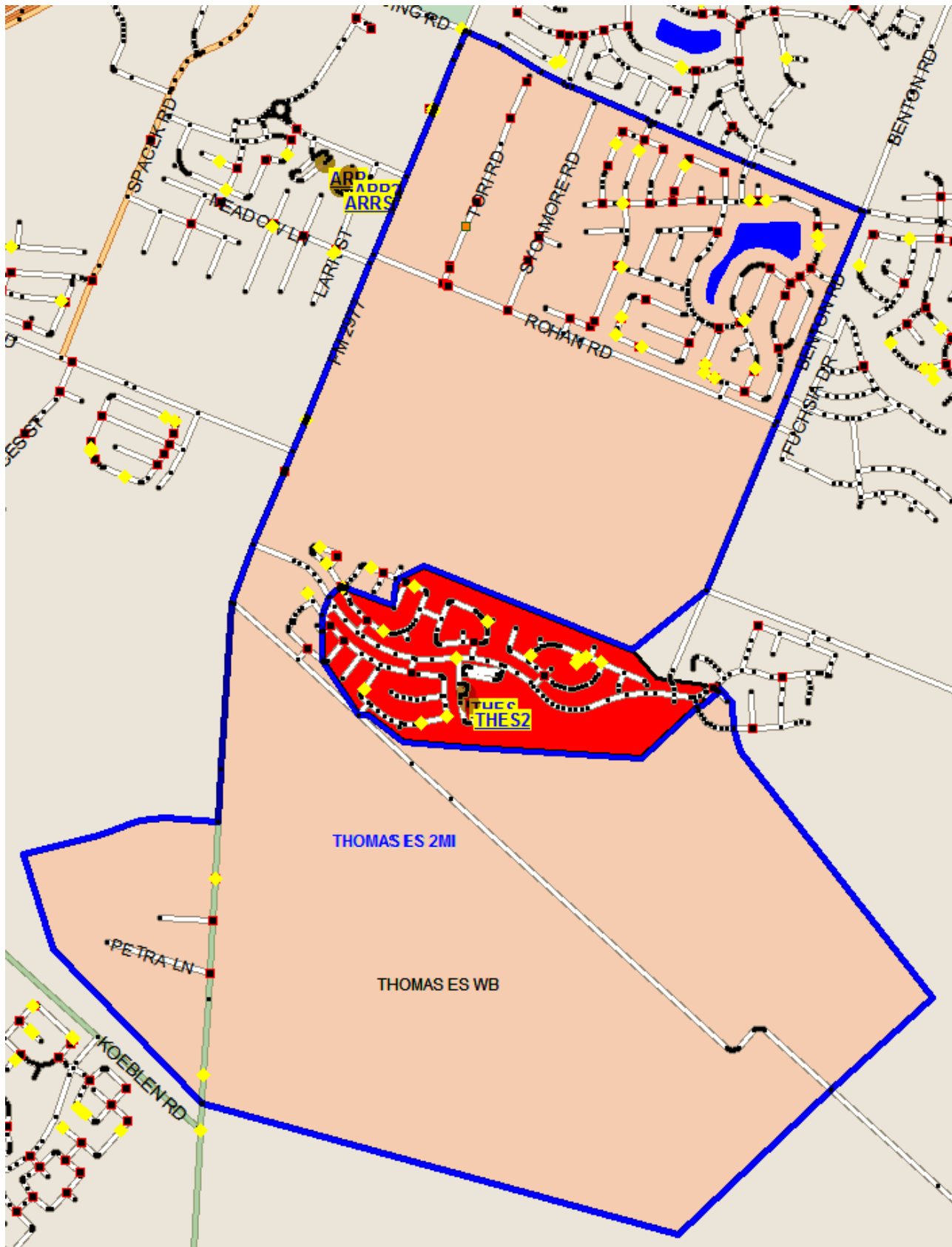
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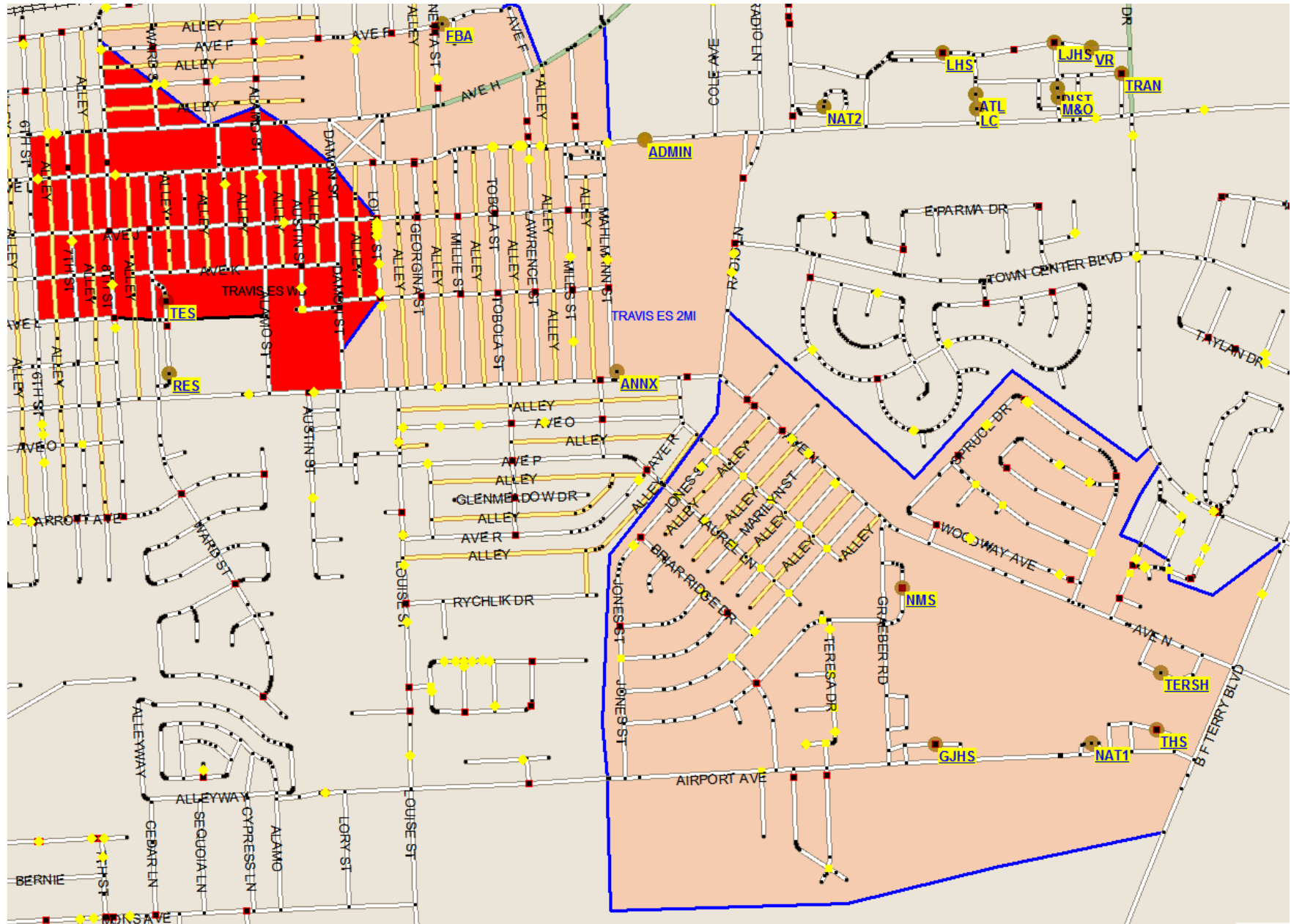
THOMAS ES

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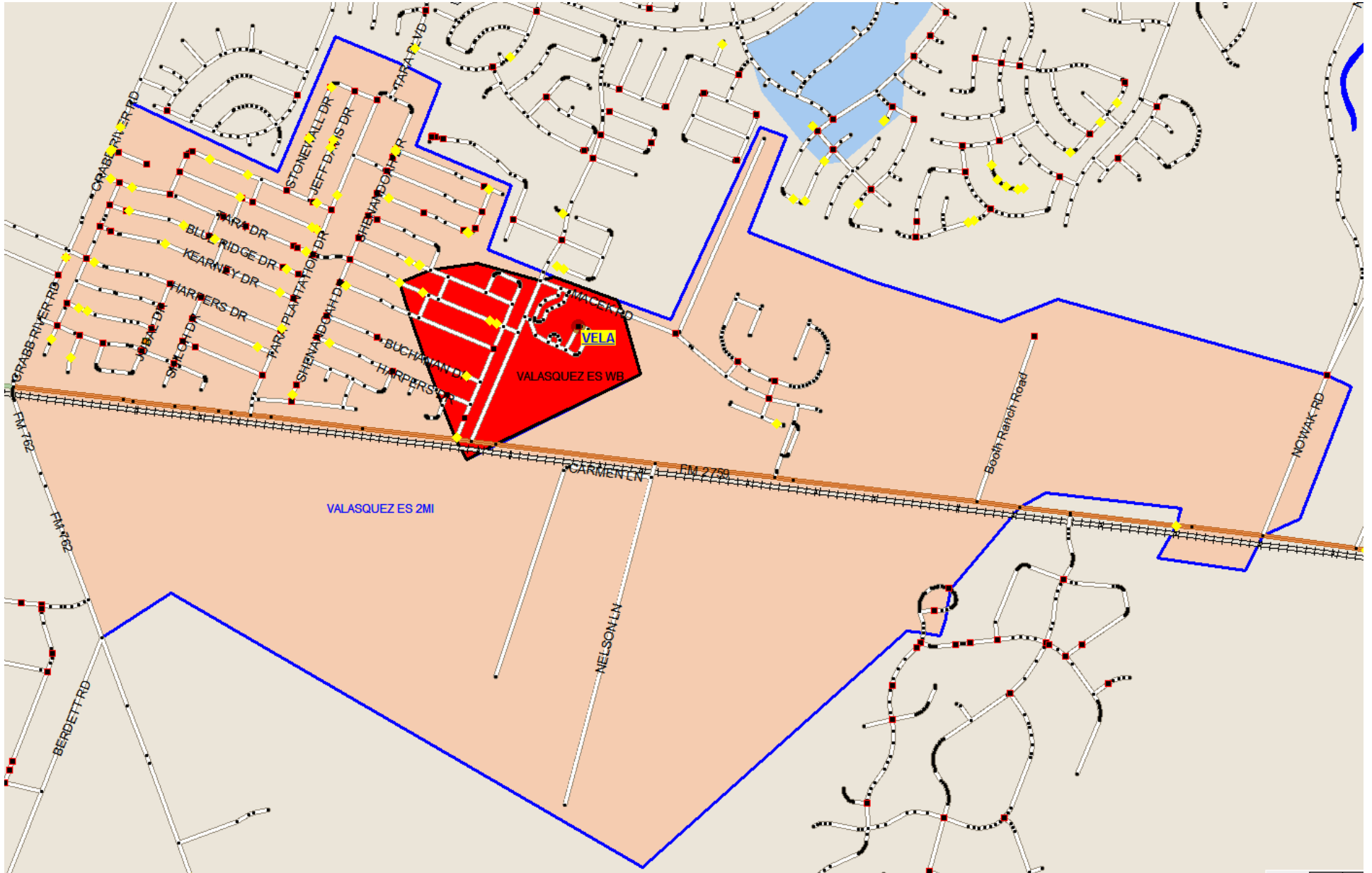
TRAVIS ES

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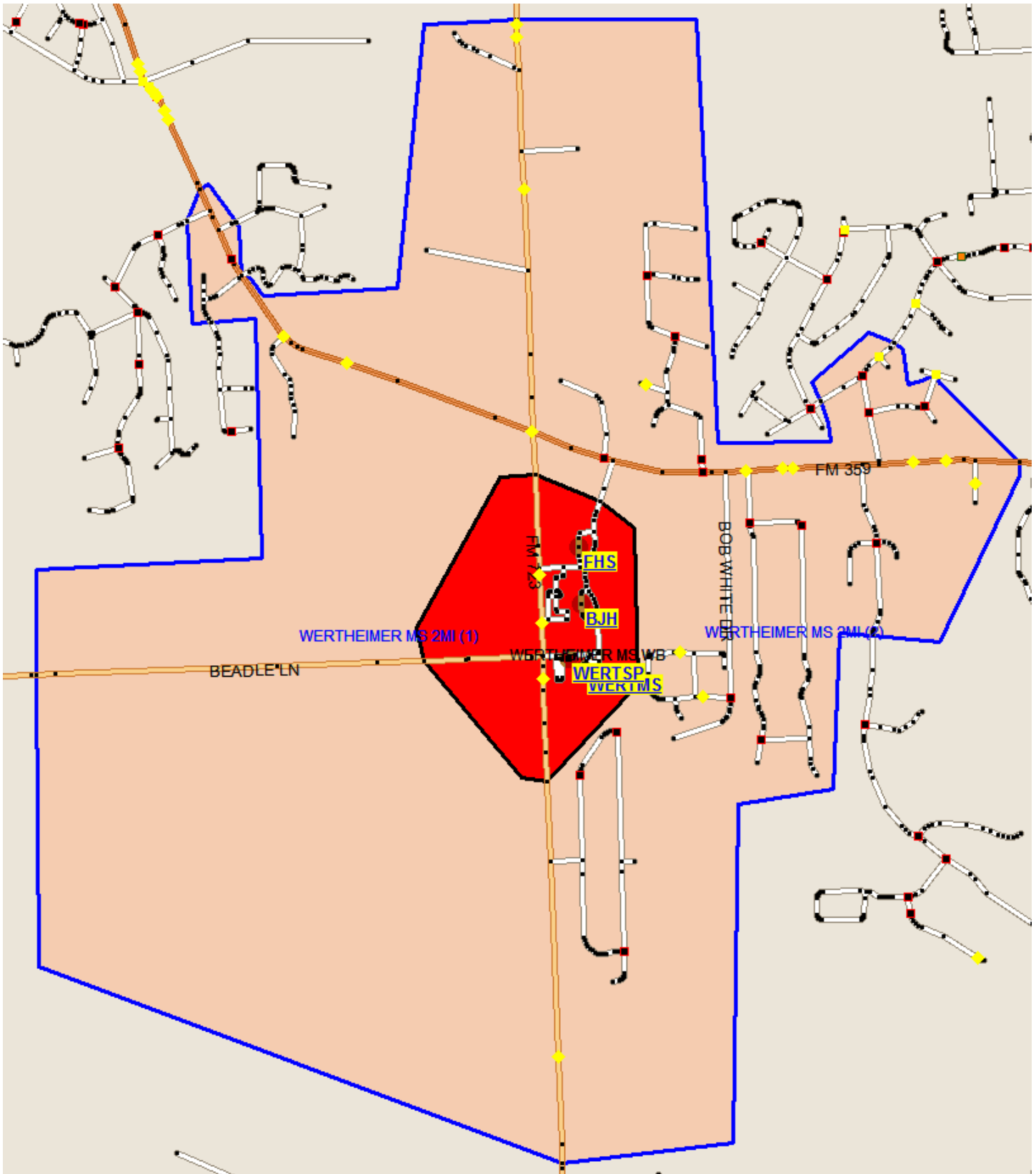
# VELASQUEZ ES

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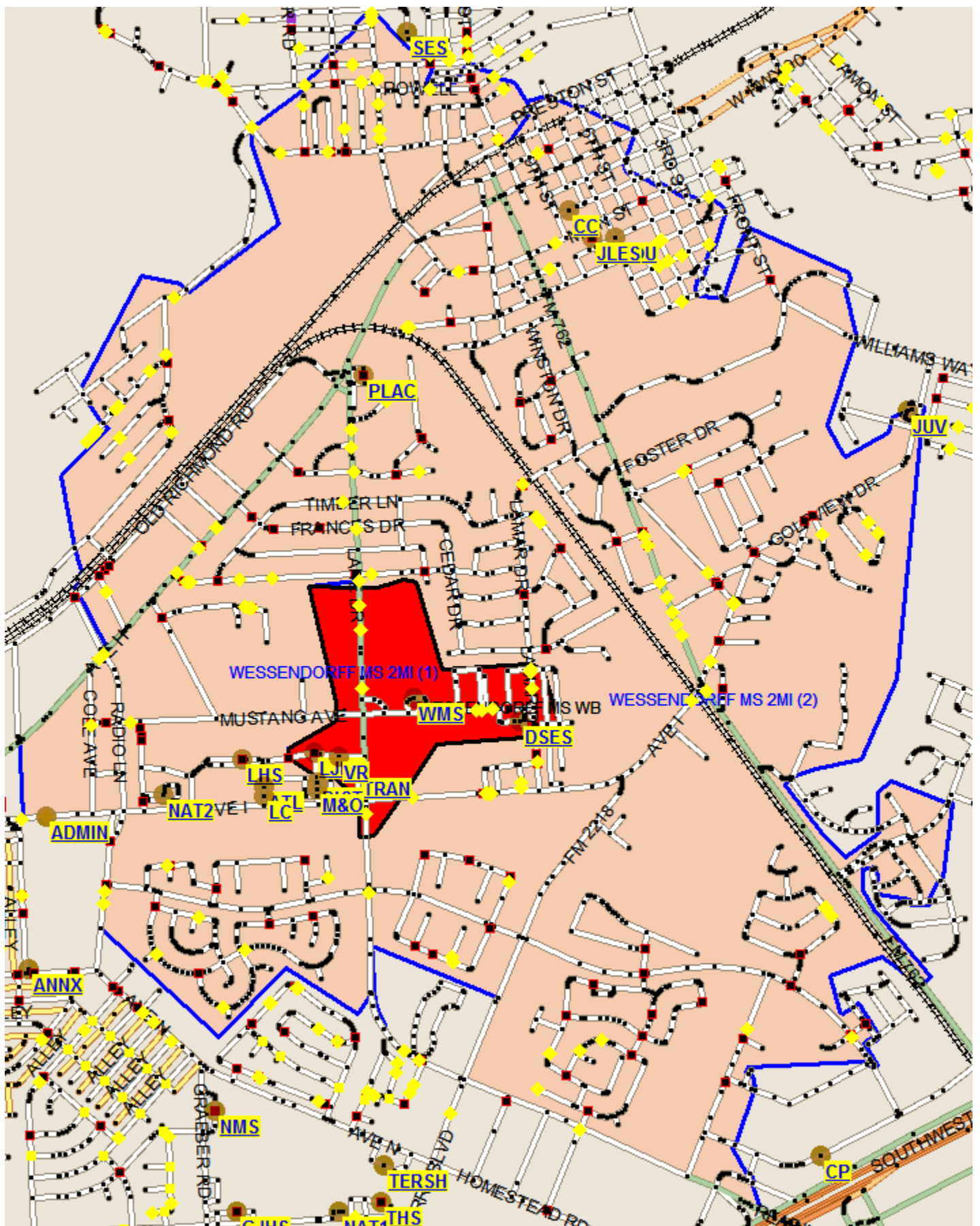
WERTHEIMER MS

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WESENDORFF MS

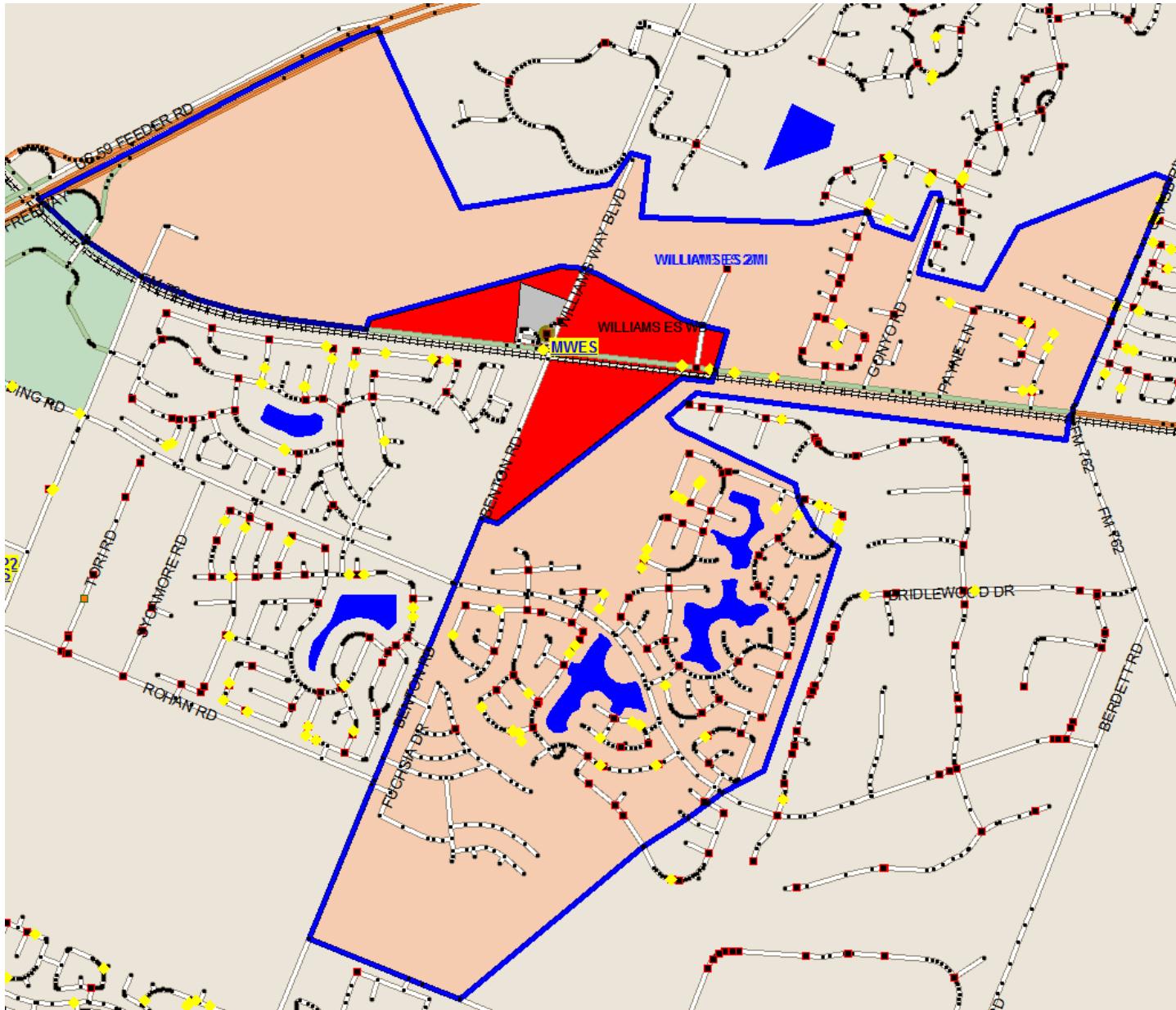
☐ = Transportation provided within 2 miles of school    ■ = Transportation not provided





# WILLIAMS ES

 = Transportation provided within 2 miles of school  = Transportation not provided



**CONSIDER APPROVAL OF FINAL PAYMENT FOR  
BENTLEY ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve final payment of \$44,786 to Gamma Construction Company for the construction of Bentley Elementary School.

**IMPACT/RATIONALE:**

Gamma Construction Company was the contractor for the construction of Bentley Elementary School. Substantial completion was achieved on December 30, 2016.

All contract work has been completed. The final change order to reconcile the contingency allowances in the contract was previously approved by the Board of Trustees at the August 1, 2017 meeting.

Funding is from the 2014 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, Gamma Construction Company will be paid 100 percent for the construction of Bentley Elementary School.

Submitted by: Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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

PROJECT: LCISD Elementary # 24

APPLICATION NO: 18B  
PERIOD TO: 12/31/2017  
PROJECT NOS.: 1533

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

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

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

CONTRACT DATE:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

- 1. ORIGINAL CONTRACT SUM ..... \$18,541,396.00
- 2. Net change by Change Orders ..... \$447,683.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$18,989,079.00
- 4. TOTAL COMPLETED & STORED TO DATE ..... \$18,989,079.00  
(Column G on G703)
- 5. RETAINAGE:
  - a. 0 % of Completed Work ..... \$0.00  
(Columns D + E on G703)
  - b. 0 % of Stored Material ..... \$0.00  
(Columns F on G703)
  - Total Retainage (Line 5a + 5b or Total in Columns I on G703) ..... \$0.00
- 6. TOTAL EARNED LESS RETAINAGE ..... \$18,989,079.00  
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$18,944,293.00
- 8. CURRENT PAYMENT DUE ..... \$44,786.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$0.00

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

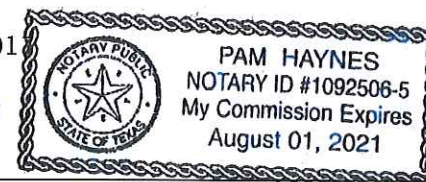
CONTRACTOR: Gamma Construction

By: T. Spencer Bennett Date: 12/29/17  
12/29/2017

State of: Texas  
County of: Harris

Subscribed and sworn to before  
me this 29th day of December, 2017

Notary Public: Pam Haynes  
My Commission expires: 08/01/21



**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 ..... \$44,786.00

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

ARCHITECT: PBK Architects

By: Rick Blan Date: 12/29/2017

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$447,683.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$447,683.00	\$0.00
NET CHANGES by Change Order		\$447,683.00





**CONSIDER APPROVAL OF ADDITIONAL SERVICES FOR KCI ENGINEERS  
AT FOSTER WATER PLANT UPGRADES**

**RECOMMENDATION:**

That the Board of Trustees approve the additional services for KCI Technologies for Foster water plant upgrades in the amount of \$10,000 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Engineering design services is a professional service that the District must contract directly. KCI Technologies provided additional services in excess of their service order agreement for permitting and increased design scope.

These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Permitting was specifically excluded from KCI's agreement and intended to be primarily processed by the well contractor. It was determined that it was better for KCI to perform this service prior to bidding the project. These costs were not included in the contractor's scope. Also, additional scope was added to improve redundancy of the project by replacing the existing well pump, adding a second hydro pneumatic tank and chemical feed system.

Upon approval, the Board President will sign the agreement.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Service Order

(for use with AIA BI21-2014 Master Agreement)

This is an Amendment, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated August 11, 2016. This Amendment for additional services shall be an addition to the original contract.

Project and Fee

Owner: Lamar Consolidated Independent School District

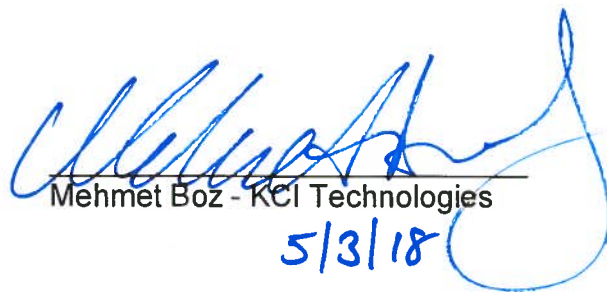
Engineer: KCI Technologies

Project Title: Foster HS Water Plant

Scope: Additional funding is being requested based on past discussions and work performed beyond what was identified in the scope of services. The following services were completed beyond the original scope of services:

1. An additional hydro-pneumatic tank and chemical feed design
2. Permitting was excluded from the scope of services
  - a. TCEQ Permitting, Fort Bend Subsidence District, Fort Bend Engineering and Fort Bend Drainage
3. Executions of this Service Order resolves all claims between KCI Technologies and Lamar CISD.

**Total Additional Services: \$10,000.00**

  
Mehmet Boz - KCI Technologies  
5/3/18

\_\_\_\_\_  
James Steenbergen  
LCISD Board President

**CONSIDER APPROVAL OF LIBRARY CASEWORK  
AT CARTER ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Challenge Office Products, Inc. for the installation of the movable library casework at Carter Elementary School in the amount of \$39,569.33 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

The moveable library book cases were not included in the construction documents when the project was bid for construction.

These funds were allocated within the 2014 Bond Budget. Challenge Office Products, Inc. has a current contract #18/008KD-02 with Choice Partners Cooperative.

**PROGRAM DESCRIPTION:**

This work will provide moveable book cases in the library to match the casework in the building.

Upon approval, the agreement will be executed and Challenge Office Products, Inc. will construct and install the book cases.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# QUOTE

Quote Number: 0025614  
 Quote Date: 05/03/18  
 Customer PO:  
 Account Number: 512875-01  
 Salesperson: JOHN BARBOSA

**CHALLENGE OFFICE PRODUCTS**  
 6015 SOUTH LOOP EAST HOUSTON, TX 77033  
 Ph: (713) 644-4007 Fax: (713) 644-3926

**Bill To :**  
 LAMAR CISD  
 3911 AVENUE I  
 ATTN: ACCOUNTS PAYABLE  
 ROSENBERG TX 77406

Ship To: CARTER ELEMENTARY  
 DONALD CARTER ELEMENTARY  
 8500 A MEYERS ROAD ASI-32  
 ATTN: MELISSA RINCON  
 RICHMOND TX 77469

Buyer Phone: (832) 223-5500  
 Fax:  
 Route/Seq: Z8/0

Line	Item Number	Description	UOM	Qty	Price	Total
1	Choice Partners	contract 18/008KD-02	EA	1	0.00	0.00
2	jck a units	shelving A units	EA	1	11210.80	11,210.80
3	jck B units	shelving B Units	EA	1	11210.80	11,210.80
4	jck C units	shelving C Units	EA	1	11210.80	11,210.80
5	JCK del	asseembly and install RM 140 VLK Project NO 623 Special order items ETA , 6 weeks for delivery and install. Special order-non-returnable.	EA	1	5936.93	5,936.93

Subtotal 39,569.33  
 Shipping 0.00  
 Sales Tax 0.00

James Steenberg  
 Board President

Total 39,569.33

Prepared by: jbarbosa

**CONSIDER APPROVAL OF WATER AND SEWER FEES TO CITY OF FULSHEAR  
FOR ROBERTS MIDDLE SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve the water and sewer fees to the City of Fulshear for Roberts Middle School and approve the payment in the amount of \$167,070.

**IMPACT/RATIONALE:**

District must contract directly with the City of Fulshear for water and sewer service. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

City of Fulshear is the utility provider for water and sewer service for Roberts Middle School. Upon approval, a check will be issued for the payment of the water and sewer fees. Following payment to the City of Fulshear, the contractor will coordinate the water and sewer connections for Roberts Middle School.

Submitted By: Kevin McKeever, Executive Director of Facilities & Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**Tap letter invoice**

John Brown  
 29255 FM 1463 Rd. #12C  
 Fulshear, Tx 77441

E-mail  
jbrown@fulsheartexas.gov

Cc: mortiz@fulsheartexas.gov

Re: James Roberts Middle School

The following is a breakdown of the cost(s) for the installation/inspections of items at the location referenced above

<u>Locations</u>	
9230 Charger Way	, Fulshear Texas

	Price
12" X 6" Tapping Sleeve & Valve	\$16,350.00
6" Fire & Domestic Meter Vault with R900i	\$74,400.00
12" X 4" Tapping Sleeve & Valve	\$15,540.00
4" Domestic Meter Vault with R900i	\$46,560.00
2" Short Tap and Irrigation R900i meter	\$13,350.00
Plan Review fee	\$720.00
1 - Sewer Tap	\$150.00
<b>Total</b>	<b>\$167,070.00</b>

CITY OF FULSHEAR  
 Building Services  
 P.O. Box 279 – 29255 FM 1093 RD # 12C  
 Fulshear, Texas 77441  
 Phone: 281-346-8860 - Fax: 281-346-8237  
 www.fulsheartexas.gov

James Steenbergen  
 Board President

**CONSIDER APPROVAL OF CHANGE ORDER #1  
FOR ACCESS CONTROLS**

**RECOMMENDATION:**

That the Board of Trustees approve change order #1 to Micro Integration for the Access Controls at Carter Elementary School, Lamar Transportation, Satellite Transportation, Maintenance & Operations, and Brazos Crossing in the amount of \$60,544.

**IMPACT/RATIONALE:**

Micro Integration was awarded the district-wide access controls contract in November 2017. Some facilities were not included in the original bid documents. This project is funded by 2011 available bond funds and this change order is within the original budget established for this project.

**PROGRAM DESCRIPTION:**

This change order also extends the contract completion date to August 31, 2018 to allow for delivery and installation of the additional access controls. Upon approval the Board President will execute this change order and the agreement with Micro Integration will be increased to cover the costs of additional access controls.

Submitted By: Kevin McKeever, Executive Director of Facilities and Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Change Order

<b>PROJECT</b> (Name and address): District Wide Access Controls	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> May 17, 2018	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Micro Integration 10801 Hammerly #246 Houston, TX 77043	<b>ARCHITECT'S PROJECT NUMBER:</b> <b>CONTRACT DATE:</b> November 16, 2017 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Additional sites are being added to the current scope per the Owner's Request and additional work at selected locations. Contract time is increased for delivery of additional Access Controls.

Carter Elementary School.....	\$11,715.00
Lamar Transportation.....	\$8,445.00
Satellite Transportation.....	\$8,445.00
Maintenance and Operations.....	\$26,439.00
Brazos Crossing.....	\$5,500.00

Total Additions.....\$60,544.00

\*The Total includes \$9,000 of Owner's Contingency Allowance

The original Contract Sum was	\$	495,054.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	495,054.00
The Contract Sum will be increased by this Change Order in the amount of	\$	60,544.00
The new Contract Sum including this Change Order will be	\$	555,598.00

The Contract Time will be unchanged by One Hundred Fifty Four (154) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 31, 2018.

**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.**

KCI Technologies, Inc.	Micro Integration	Lamar Consolidated Independent School District
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
801 Travis Street, Suite 246 Houston, TX 77002	10801 Hammerly # 246 Houston, TX 77043	3911 Avenue I Rosenberg, TX 77471
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
Nicholas Badke (Typed name)	David Patterson, President (Typed name)	James Steenberg, Board President (Typed name)
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



**CONSIDER APPROVAL OF CHANGE ORDER #1 FOR  
DISTRICT WIDE SITE LIGHTING**

**RECOMMENDATION:**

That the Board of Trustees approve change order #1 to Siemens Industry, Inc. for the additional site lighting at Williams Elementary, Terry Field House, Lamar Field House, Satellite Transportation, and Wertheimer Treatment Plant in the amount of \$62,460.

**IMPACT/RATIONALE:**

Siemens Industry, Inc. was awarded the district wide site lighting contract in August 2017. Some facilities were not included in the original bid documents. This project is funded by 2011 available bond funds and this change order is within the original budget established for this project.

**PROGRAM DESCRIPTION:**

This change order also extends the contract completion date to September 30, 2018 to allow for delivery and installation of the additional light fixtures. Upon approval the Board President will execute this change order and the agreement with Siemens Industry, Inc. will be increased to cover the costs of additional site lighting.

Submitted By: Kevin McKeever, Executive Director of Facilities and Planning  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

DRAFT

# AIA® Document G701™ - 2001

## Change Order

**PROJECT** (Name and address):

District Wide Site And Area Lighting  
Retrofit

**CHANGE ORDER NUMBER:** 001

**DATE:** May 17, 2018

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

**TO CONTRACTOR** (Name and address):

Siemens Industry, Inc.  
9225 Bee Cave Road, Bldg B Ste 101  
Austin, TX 78733

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT DATE:** August 17, 2017

**CONTRACT FOR:** General Construction

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Additional sites are being added to the current scope per the Owner's Request and additional work at selected locations. Contract time is increase for delivery of additional Light Fixtures

Williams Elementary - Wallpacks.....	\$13,575.00
Terry Field House.....	\$13,235.00
Lamar Field House.....	\$13,190.00
Satellite Transportation.....	\$12,495.00
Wertheimer Treatment Plant.....	\$9,965.00
 Total Additions.....	 \$62,460.00

\*The Total include \$7,500 of Owner's Contingency Allowance

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$	1,228,920.00
\$	0.00
\$	1,228,920.00
\$	62,460.00
\$	1,291,380.00

The Contract Time will be increased by One Hundred Eight Four (184) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 30, 2018.

**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.**

KCI Technologies, Inc.

**ARCHITECT** (Firm name)

801 Travis Street, Suite 246  
Houston, TX 77002

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE**

Siemens Industry, Inc.

**CONTRACTOR** (Firm name)

9225 Bee Cave Road, Bldg B Ste 101  
Austin, TX 78733

**ADDRESS**

**BY** (Signature)

David Patterson, President  
(Typed name)

**DATE**

Lamar Consolidated Independent School  
District

**OWNER** (Firm name)

3911 Avenue I  
Rosenberg, TX 77471

**ADDRESS**

**BY** (Signature)

James Steenbergen, Board President  
(Typed name)

**DATE**

**CONSIDER APPROVAL OF ARCHITECT CONTRACT FOR  
THE NEW HIGH SCHOOL #6 AND JUNIOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees approve PBK Architects for the design of the High School #6 and Junior High School #6 and authorize the superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**


On November 7, 2017, a bond referendum was approved that included the High School #6 and Junior High School #6. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. PBK Architects, Inc. was the Architect of record for the Fulshear High and Leaman Jr. High Schools and High #6 and Jr. High #6 are planned to be modified repeat designs of these schools. These funds were allocated within the 2017 Bond Budget.

**PROGRAM DESCRIPTION:**

Upon approval PBK Architects will begin the design process for the High School #6 and Junior High School #6.

Submitted by: Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF THE PROCUREMENT METHOD FOR THE AUSTIN  
ELEMENTARY AND SEGUIN EARLY CHILDHOOD CENTER  
ROOF REPLACEMENT PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve the procurement method and authorize the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for the Austin Elementary and Seguin Early Childhood Center roof replacement projects.

**IMPACT/RATIONALE:**

The Austin Elementary and Seguin Early Childhood Center roof replacement projects are projects identified in the 2017 Bond program.

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling \$50,000.00 or more. Additionally, the Texas Government Code 2269 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the Austin Elementary and Seguin Early Childhood Center roof replacement projects.

**PROGRAM DESCRIPTION:**

The competitive sealed proposal method of procurement promotes competitive pricing among the bidders, but allows negotiations between the District and the selected contractor(s) before the contract is finalized. As the District must state its selected method of procurement, as well as the evaluation criteria in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval. The evaluation criteria is attached.

Submitted By: Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**EVALUATION CRITERIA FOR CONSTRUCTION PROPOSALS  
REVISED APRIL 2016**

Proposals shall be evaluated using the evaluation criteria listed below.

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase price</b> – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20
2	<b>Reputation of the vendor and of the vendor’s goods or services</b> – Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	15
3	<b>Quality of the vendor’s goods or services</b> – Overall assessment of vendor’s services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	10
4	<b>Extent to which the goods or services meet the district’s needs</b> Assessment of Submitted Project Plan and Schedules	15
5	<b>Vendor’s past relationship with the district</b> 5- Good business with Lamar CISD, staff recommends use again 3- Good business with no documented issue <b>OR</b> never performed business with Lamar CISD but has experience with other school districts or government entities. 1- Past performance was documented as being poor.	5
6	<b>Proposed Team offers experience and knowledge base to the project</b> <ul style="list-style-type: none"> <li>• Resume submission of team</li> <li>• Organizational chart of team working on Lamar CISD project</li> </ul>	15
7	<b>Ability to service our accounts with proper staff and insurance requirements</b> – Provide proof of proper insurance as defined in this proposal including the percentage of bonding coverage with the inclusion of this contract.	10
8	<b>Safety Record</b> Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below. 8 - EMR of .50 or less 6 - EMR 0.51-0.85 4 - EMR 0.86-0.99 2 - EMR greater than 1.0  2 additional points awarded when vendor submits an electronic or paper copy of their company safety program or handbook.	10
9	TOTAL	100 POINTS

**CONSIDER APPROVAL OF USE OF DISTRICT FACILITY**

**RECOMMENDATION:**

That the Board of Trustees waive the facility usage fee for Powell Point Elementary.

**IMPACT/RATIONALE:**

The Kendleton Church of God is requesting permission to use Powell Point Elementary School from June 1, 2018 through August 2, 2018 for a summer program and waive the building usage fees.

The Summer Program will provide several innovative projects to reach more successful outcomes with children ages three (3) through sixteen (16) in the Kendleton community. Some of those projects will include: recreational (physical) activities, volunteering, mentoring, as well as math, science, and reading tutorials for all ages. Family Services such as literacy programs, social assistance, and nutrition education will also be extended. They anticipate establishing a collaboration with a local clinic to provide physical examinations to children participating in the summer program during the last week of July.

The Work Source Commission has been asked to provide employees to assist with running the programs.

Submitted by: Dr. Thomas Randle, Superintendent

Recommended for approval:



Dr. Thomas Randle  
Superintendent



Kendleton Church of God, Inc.  
619 FM 2919  
P. O. Box 13  
Kendleton, Texas 77451

April 30, 2018

Dr. Thomas Randle, Superintendent  
Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471

Dear Dr. Randle:

Lamar Consolidated Independent School District has very generously worked with the Kendleton Community in its use of the Powell Point Facility over the years. We would like to keep this partnership moving forward. As you are aware, the Powell Point School is unoccupied at this time. The Kendleton Church of God, Inc. is requesting permission to use the facility beginning June 1, 2018 through August 2, 2018 for a Summer Program.

Our Summer Program will provide several innovative projects to reach more successful outcomes with children ages three (3) through sixteen (16) in the Kendleton community. Some of those projects will include: recreational (physical) activities, volunteering, mentoring, as well as math, science, and reading tutorials for all ages. Family Services such as literacy programs, social assistance, and nutrition education will also be extended. We anticipate establishing a collaboration with a local clinic to provide physical examinations to children participating in the summer program during the last week of July.

We have established contact with the Work Source Commission to request employees for the Summer Program. Additionally, we have a community of educators willing to volunteer their time and resources to this project. The type of comprehensive services envisioned for the Powell Point Summer Program will go far in addressing the needs of the Kendleton Community.

Again, we are very grateful to The Lamar Consolidated Independent School District for your support of the Kendleton Community over the years. We respectfully request your board's consideration and support for this proposal for the Kendleton Church of God, Inc. Summer Program.

Sincerely,

Kenneth Meeks, Board Chairman  
Kendleton Church of God, Inc.

**ELECT BOARD OFFICERS TO SERVE FROM MAY 2018 TO MAY 2019**

**RECOMMENDATION:**

That the Board of Trustees elect Board Officers to serve from May 2018 to May 2019.

Candidates for the President of the Board, Vice President, and Secretary must have at least one year of experience on the Board.

Board President: \_\_\_\_\_

Board Vice President: \_\_\_\_\_

Board Secretary: \_\_\_\_\_

The ROLE AND AUTHORITY OF BOARD MEMBER AND/OR BOARD OFFICERS (*Set in state statute*)

- A. No Board officer has authority outside the Board meeting.
- B. No Board member can direct employees in regard to performance of duties.
- C. The Board President shall:
  - 1. Preside at all Board meetings;
  - 2. Appoint committees;
  - 3. Call special meetings; and
  - 4. Sign all legal documents required by law
- D. The Vice President shall act in capacity of President in the absence of the President.
- E. The Secretary shall:
  - 1. Keep accurate record of Board meetings;
  - 2. Call meetings and act in the capacity of the President, in the absence of the President and Vice-President; and
  - 3. Countersign all warrants

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER AUTHORIZATION TO USE CURRENT FACSIMILE PLATES**

**RECOMMENDATION:**

That the Board of Trustees authorize the use of the current Board approved signatures on all checks drawn on District accounts for the maximum of 90 days to allow the Administration time to order new facsimile signature plates for the President of the Board, \_\_\_\_\_, and the Secretary of the Board, \_\_\_\_\_.

**IMPACT / RATIONALE:**

In accordance with Board Policy CFF (Local), the Board of Trustees shall officially designate individuals to sign all checks. Their signatures are facsimile signatures. In addition, the Board has designated Dr. Thomas Randle, Jill Ludwig, and Dr. Kathleen Bowen to manually countersign all checks over a designated amount.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF INTERACTIVE PANEL  
AND PROJECTOR PURCHASES**

**RECOMMENDATION:**

That the Board of Trustees consider approval of the purchase of interactive panels, projectors, installation hardware, installation services, and project management not to exceed the amount remaining in the 2014 bond for interactive whiteboards and projectors, currently \$344,187.39.

**IMPACT/RATIONALE:**

There are currently four CTE classrooms in need of interactive panels for approximately \$28,000. In addition, Polly Ryon Middle School has 37 interactive whiteboards and projectors that are out of warranty and failing. The estimated cost of replacing all of Polly Ryon's boards and projectors with interactive panels is \$222,000. Viable equipment from Polly Ryon will be repurposed in other locations.

There are also classroom boards and projectors that fail before the entire campus is scheduled to be updated. In addition, large-room projectors, such as those used in cafeterias, gyms, LGIs, and auditoriums fail and need to be replaced. Remaining funds will be used to replace this hardware as needed.

**PROGRAM DESCRIPTION:**

The 2014 bond included funds for interactive whiteboards and projectors throughout the district. The district is in the process of evaluating panels from third-party vendors which may save money if they meet standards and are cost-effective. Upon approval, quotes for the CTE rooms and all of Polly Ryon will be requested and finalized with work to be done over the summer. Purchases would be made from district-approved vendors and using purchasing co-operative pricing.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DISCOVERY EDUCATION STREAMING**

**RECOMMENDATION:**

That the Board of Trustees approve Discovery Education Streaming from Region 11 ESC in the amount of \$71,434.80 and authorize the Board President and Superintendent to execute the agreement.

**IMPACT/RATIONALE:**

Lamar CISD has used Discovery Education Streaming (formerly United Streaming) since 1998. Access to Discovery Education Streaming includes licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources

In the 2017-18 school year, district teachers and students downloaded, viewed, or accessed nearly 60,000 resources.

**PROGRAM DESCRIPTION:**

As of September 1, 2011, the public and non-public schools within Region 4 contract for licensing Discovery Education's videostreaming and related resources through ESC Region 11. The education service centers of Texas have joined together and secured the best possible pricing for Discovery Education's videostreaming resources. The Instructional Materials Allotment will be used to pay for this contract.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Discovery Education's Videostreaming Resources Contract 2018-2019

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2018, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

ESC Region 11 offers the following services and discounts to school districts/charter schools in the Region 4 area that submit the online **Discovery Education's Videostreaming Contract**:

**Services included at No Additional Charge**

**Discover Education Streaming** — Access to Discovery Education Streaming licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources

*Note: Discovery Education Streaming consists of more than 5,000 video titles, 20,000 digital images, 3,500 audio files, and 26,000 encyclopedia articles.*

**Services Included At a Reduced Fee**

- Discovery Science
- Discovery Education Streaming Plus Package

*Note: Professional Development (face-to-face, online, and via videoconferencing) can also be purchased at reduced rates through ESC Region 11 and the associated ESCs.*

*By contracting for these resources, districts/schools acknowledge and accept the terms of the Subscriber Agreement included in this document.*

**ESC Region 11 Contact**

Director of Instructional Services  
(817) 740-7611

# Discovery Education's Videostreaming Resources Contract

## Price List — 2018-2019

### Basic Contract

### Cost per Enrollment

*(2016-17 PEIMS Standard Enrollment)*

Discovery Education Streaming

\$1.20  
(\$500 minimum fee)

### Optional Additional Content

### Cost per Campus

1. Discovery Science K-8

\$1,675

2. Discovery Education Streaming Plus Upgrade Package

\$840



**LAMAR CISD Contract Summary Report**

Last Year Enrollment: 30829

<u>Contract</u>	<u>Lock Date</u>	<u>Enroll Start</u>	<u>Enroll End</u>	<u>Total</u>
Discovery Education Streaming	05/07/2018	09/01/2018	08/31/2019	\$71,434.80
				<b>\$71,434.80</b>

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

\_\_\_\_\_  
Signature of Board President or Designee

\_\_\_\_\_  
Date Approved by Board of Trustees

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated District Contact

\_\_\_\_\_  
E-mail of District Contact

Please fax or e-mail to:  
Education Service Center Region 11  
Atten: Dr. Clyde W. Steelman, Jr.  
1451 S. Cherry Lane  
White Settlement, Texas 76108  
Fax (817) 740-7675  
clydes@esc11.net

For additional information, contact:  
Dr. Clyde W. Steelman, Jr.  
(817) 740-3630  
clydes@esc11.net

\_\_\_\_\_  
ESC Region 11 Executive Director Signature

**INFORMATION ITEM: MEMORANDUM OF UNDERSTANDING  
WITH OLIVER FOUNDATION**

The district was awarded a grant in the amount of \$3,000 for the purchase of a Smoothie Blender Bike. The purchase is to help expose students to a fun and innovative way to eat healthy. Exposure and engagement with the Smoothie Bike can help promote behavior change when it comes to eating and healthy food selection. The Smoothie Bike is a sustainable purchase as it can be moved from campus to campus for all grade levels.

Resource persons: Valerie Vogt, Chief Academic Administrator  
Dr. Jennifer Roberts, Director Student Support Services





## **Oliver Foundation Memorandum of Understanding (MOU)**

**Date: April 18, 2018**

**Grantee: Lamar CISD**

**Grant Reference No. #04201803**

**Grant Period: 08/28/2018 – 06/06/2019**

**Grant Amount: \$3000**

**Date of Application: 04/05/2018**

**Contact Person: Marsha Beck**

### **PURPOSE**

Grant funds will be used solely for the **The Blender Bike Smoothie Tour** program.

### **BUDGET EXPENDITURES**

Grant funds shall be used only as indicated in the line items of the approved budget. Grantee must obtain advance written approval from the Foundation for disbursements deviating from the approved budget.

**Per grant requirements, the grantee understands that funds are not to be used for any of the following:**

- Contributions to capital campaigns
- Organizations that practice discrimination by race, color, creed, sex, age or national origin
- Operating deficits or retirement of debt
- Endowment programs
- Construction projects or real estate acquisitions
- Political projects of any kind
- Vehicles, such as vans or buses
- Emergency medical services equipment
- Personnel salaries

**PAYMENT**

Funding will be made available within thirty (30) days upon receipt of your signed acceptance of this Memorandum of Understanding,

**Please provide the appropriate information**

<b>Name:</b> <i>Lamar Consolidated Independent School District</i>		
<b>Check made payable to:</b> <i>LCISD</i>		
<b>Mailing Address:</b> <i>3911 Ave I</i>		
<b>City</b> <i>Rosenberg</i>	<b>State:</b> <i>Texas</i>	<b>Zip</b> <i>77471</i>

**Oliver Foundation Participation to include:**

- Grantee agrees to acknowledge the Oliver Foundation on Grantee's website, including logo and link to the website.
- Grantee agrees to allow the Oliver Foundation to post Grantee's name on Oliver Foundation website, including photos, news releases and grant programs.
- Photo opportunity with Grantee to award grant from the Foundation.
- Grantee agrees to participate in press releases, photo opportunities and to provide digital photos of the program in progress.
- As an operating foundation, foundation staff will be onsite to review and assist a minimum of three times on the progress of the grant.
- Permission to share lesson plans developed by grantee on the Foundation website.
- Foundation may provide educational resources, which the foundation has developed.

**PROGRAM EVALUATION AND REPORTING**

**Mid Term Report**

A copy of the program, **The Blender Bike Smoothie Tour** and plan for sustainability, narrative report and statement of expenses will be provided to the Foundation within thirty (30) days of the end of the first semester or date otherwise agreed upon. Photos and videos to be included.

**Final Report**

A copy of the program **The Blender Bike Smoothie Tour** and plan for sustainability will be provided to the Foundation, within thirty (30) days of completion of the program. Photos and videos to be included.

Any unexpended funds remaining at the end of the grant period must be immediately returned to the Foundation unless an extension of the grant period has been approved in writing by the Foundation. Funds may not be transferred to any other grant.


If this Memorandum of Understanding (MOU) correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement to such terms by signing this document, e-mailing it to Sandy Bristow, and mailing the original for our files. Processing of your payment will continue upon receipt of your acceptance.

Sandy Bristow, Program Director  
The Oliver Foundation  
5535 Memorial Dr., Suite F, #256  
Houston, TX 77007

Cell: 713-202-2973  
E-Mail: [sjbristow@oliverfoundation.org](mailto:sjbristow@oliverfoundation.org)

**GRANTEE'S ACCEPTANCE**

We acknowledge that we have received, reviewed, and retained a copy of this Memorandum of Understanding dated <sup>May 15</sup> April 18, 2018, regarding #04201803. We agree to all of the terms and conditions set forth herein and we will comply with them.

Grantee Organization:	LCISD
Authorized Signature:	
Printed Name:	Dr. Jennifer Roberts
Title:	Director of Student Support Service
Date:	
Oliver Representative:	
Title: Executive Director	
Date:	

## Oliver Foundation Healthy Choices Grant – Smoothie Bike for LCISD

With almost 33,000 students and 42 campuses, Lamar CISD is one of the fastest growing districts in Texas. Over 42% of the student population is classified as economically disadvantaged and the demographics include 45% Hispanic, 28% White, 20% African American, and 7% Asian. The district covers 43% of Fort Bend County including the cities of Richmond, Rosenberg, Fulshear, and Sugar Land. The mission of LCISD is to educate all students by ensuring access to a superior education through inspired leadership among parents, teachers, administrators, and staff, allowing students to achieve their full potential to participate in future social, economic and educational opportunities in their community. Lamar CISD is working to equip students with the tools they need to be successful in life including health and wellness knowledge and experiences. LCISD's School Health Advisory Council is actively supporting this focus by educating the parents, community and district about the Whole Child, Whole School, Whole Community and the impact student health has on learning. Most recently, the SHAC updated the District Wellness Policy and created a Wellness Infrastructure in the district that designated one wellness champion per campus. This change has created an opportunity to streamline the delivery of health and nutrition messaging to the campus in an efficient and cohesive manner.

As a way to increase the opportunity to deliver nutrition education and physical activity, the district is interested in purchasing a Fender Blender Pro or "Smoothie Bike" that can be shared among the campuses through the Oliver Foundation's Healthy Choices Grant. The bike would be used at a variety of campus based events including but not limited to open houses, field days, curriculum nights, national breakfast week, fitness nights, and professional development. The bike would also be used during health and nutrition classes to teach healthy habits as well as available for rewards instead of pizza and popcorn parties.

Five of the seven Healthy Choices will be integrated into the use of the Smoothie Bike. Those messages will include: 1) Choose 5-A-Day Servings of Fruits and Vegetables; 2) Opt for Healthy Snacks; 3) Increase Active Play and Decrease Screen Time; 4) Choose 3-A-Day Servings of Low-Fat Dairy Products; 5) Enjoy a Healthy Breakfast. Below are descriptions of how the messaging will be integrated into the use of the Smoothie Bike.

### **Choose 5-A-Day Servings of Fruits and Vegetables**

Campuses will educate the students on the need to choose 5-A-Day servings of fruits and vegetables via an educational campaign. This campaign will include sharing why it is important to eat 5 servings a day as well as tips on how to incorporate 5 servings into your daily diet including via a smoothie! Campuses will utilize the Nemours educational content from their 5-2-1-Almost None campaign as well as the NHS 5 A Day content. Information will be shared with the students via morning announcements, newsletters, and during the Smoothie Bike demonstrations. Serving sizes will be reviewed so students understand what 5 servings of fruits and vegetables look like and how many servings can be incorporated into a smoothie. Different smoothie recipes will be shared and both fruits and vegetables will be incorporated into the smoothies (see sample recipes below). Students will get to vote on their favorite recipe and will get to take the recipe card home to share with their family. All content and recipes will be printed and made available via the Smoothie Bike Toolkit which will travel around with the Smoothie Bike.

### **Opt for Healthy Snacks**

Campuses will encourage students to consider healthy snack options. This will be done by showcasing that a smoothie can be a great healthy alternative to typical high sugar beverages like frozen coffee drinks and milkshakes. Sugar and ingredient contents will be compared between a homemade smoothie and a fast food smoothie. Students will also have the opportunity to taste a fresh smoothie with no added sugar. Recipes will include whole fruits and vegetables (fresh and frozen) – again highlighting the 5-A-Day servings of fruits and vegetables. All content and recipes will be printed and made available via the Smoothie Bike Toolkit which will travel around with the Smoothie Bike.

### **Increase Active Play and Decrease Screen Time**

The Smoothie Bike is a great tool to showcase the importance of physical activity. This stationary bike requires pedaling to make a smoothie. It has been a very successful tool to get both kids and adults actively engaging in physical movement while consuming a healthy snack/beverage/meal. Since the bike is stationary it allows all age groups the opportunity to participate and really dissolves any skill limitations. Campuses will remind students the importance of engaging in 60 minutes of physical activity while utilizing the Smoothie Bike. It will also add an active component to an evening event like an open house or curriculum night that otherwise would not be there. Campuses will be encouraged to utilize the Smoothie Bike as a student behavior reward which reinforces positive and healthy messaging to the students. Students will also be taught the dangers of too much screen time and will be encouraged to maximize the amount of active play they engage in both at home and at school.

### **Choose 3-A-Day Servings of Low-Fat Dairy Products**

The Smoothie Bike is a great way to educate students about the importance of dairy. Campuses will encourage students to consume 3 servings of low-fat dairy a day and explain to them the benefits of a diet filled with dairy. They will focus on how dairy can help build and maintain strong bones and teeth and support tissue growth. They will utilize resources from DairyMAX, the non-profit dairy council here in Texas as well as from Fuel Up to Play 60 who also partners with the dairy council. The smoothies will feature a variety of low-fat dairy options including milk and yogurt (see sample recipes below). Students will have the opportunity to sample a smoothie with Greek yogurt and they will learn the additional benefits from Greek versus regular yogurt. The recipes will include dairy options as well as lactose free options for those students who are lactose intolerant.

### **Enjoy a Healthy Breakfast**

Smoothies will be highlighted as a great way to enjoy a healthy breakfast. The Smoothie Bike will be used to showcase healthy breakfast smoothie options including a Strawberry Banana Oatmeal Smoothie and a PB&J Smoothie both of which have rolled oats included in the recipe. During National School Breakfast week, the smoothie bike will be out and available to help support breakfast promotion. Staff will also be encouraged to consider smoothies as a healthy breakfast option and have the opportunity to pedal their way to a breakfast smoothie.

#### **Sample Recipes:**

Soy Milk Fruit Smoothie

- 2 cups low-fat vanilla soy milk
- 1 cup blackberries
- 1 cup strawberries
- 1 cup blueberries
- 1/8 tsp cinnamon
- Optional: can add 1 cup of ice for a frosty version

#### Blueberry Spinach Smoothie

- 1 cup frozen blueberries
- 1 whole banana
- 1 cup fresh spinach
- 2/3 cup milk (1% or fat free)
- 1/3 cup low fat or fat free Greek yogurt
- 1 tbsp honey, optional

#### Strawberry Pineapple Kale Smoothie

- 1 ½ cups strawberries
- ½ cup milk (1% or fat free)
- 1 tbsp honey, optional
- 1 cup chopped kale
- ½ cup chopped pineapple
- 1 banana
- 1/c 100% apple juice

#### Simple Smoothie

- 1 frozen banana
- 2 cups frozen berries
- 1 cup milk (1% or fat free)
- ½ cup low fat or fat free regular or Greek yogurt

#### Strawberry Banana Oatmeal Smoothie

- 1 cup milk (coconut, soy, almond, 1% or fat-free)
- 5-10 strawberries
- 1 large frozen banana
- ¾ cup rolled oats
- 1 tsp vanilla
- 1 tsp honey

#### Green Machine

- 1 cup frozen pineapple chunks
- ½ large frozen banana
- ½ cup water
- ½ cup coconut water
- ¼ cup fresh parsley leaves
- 2 tbsp avocado
- 1 tsp freshly grated ginger

#### PB and J Smoothie

- 1 cup frozen mixed berries
- 1-2 tbsp peanut butter
- 2 tbsp rolled oats
- 1 cup milk (1% or fat-free)

Our overall goal with this program is to expose the students to a fun and innovative way to eat healthy. The Smoothie Bike will provide an engaging tool to start the conversation about getting active and eating healthier. It will provide a nutrition component to our current campus events that are more strongly focused on academics as it will be integrated into open houses, curriculum nights, etc. It will also provide a fun and healthy way to reward students for positive behavior as it will be available for classroom parties. We also think that the Smoothie Bike will help encourage staff to consider healthier breakfast and snack options. We believe that through exposure and engagement the Smoothie Bike can help promote behavior change when it comes to eating and food selection. Campuses will be required to complete a summary report after each use of the Smoothie Bike so we can track participation and usage.

The Smoothie Bike is a sustainable purchase as it can be moved from campus to campus and can be used at all grade levels. The district will support the transfer of the bike from campus to campus. Some funds will be used to create a Smoothie Bike toolkit with handouts and educational items as well as recipes which will travel with the Smoothie Bike. This will also be sustainable as it can be used from campus to campus. An electronic version of the toolkit will also be made available. Funds will be used to purchase the food items for the smoothies as well. This portion will not be as sustainable but we will seek community partnerships to continue the purchasing of food items when funding runs out including local grocery stores and campus PTOs/PTAs. We have already surveyed the district and there is great interest in the Smoothie Bike. We are hopeful that through the Oliver Foundation Healthy Choices Grant we are able to provide this program to our schools and wellness champions.

**Budget:**

- Blender Bike (Fender Blender Pro with Transport Wheels): \$2055
- Printing: \$250
- Cups, Serving Items, Measuring Cups and Spoons: \$250
- Fruit and Milk: \$445

**INFORMATION ITEM: 2017-2018 SCHOOL HEALTH ADVISORY COUNCIL**

The School Health Advisory Council (SHAC) is a school board appointed advisory group of individuals who represent different segments of the community. The Lamar CISD SHAC is comprised of students, parents, community members and staff working together to improve the health of all students and families through a coordinated school health program.

The 2017 – 2018 SHAC concluded their last meeting of the year on April 12, 2018. Items discussed included:

- The screening of the documentary *“Screenagers: Growing Up in the Digital Age”* at GRHS in partnership with the PTO
- The formation of the WATCH (Water, Activity, Tobacco, Calories, Healthy Habits) Awards planning committee in preparation for next school year.
- Upcoming community events open to the public that support wellness initiatives
- Committee discussions and executive committee nominations for 2018 – 2019
- Brainstorming of ways to increase participation by parents, students and community members in the LCISD SHAC for next year.

Proposed SHAC Meeting Dates for 2018 – 2019, times and locations TBD:

- September 11, 2018
- November 13, 2018
- February 12, 2019
- April 9, 2019

Resource Persons:                      Nikki Nelson, Director of Athletics  
                                                      Marsha Beck, Lead Nurse  
                                                      Leslie Haack, Deputy Superintendent of Support Services



**INFORMATION ITEM: LAMAR CISD WHOLE CHILD SAFETY  
AND WELLNESS MODEL**

Lama CISD will be launching the Whole Child Safety and Wellness Model beginning 2018-2019 school year. The model is a comprehensive approach that addresses the social and emotional care for our students. The model has (6) core domains to include: Social Wellbeing, Emotional Wellbeing, College & Career Readiness, Environmental Wellbeing, Mental Health, Growth Mindset. The model incorporates a sense of character education components at its foundation, supported by the evidenced-based curriculum through Character 5.0.

The six domains and their areas of concentration are as follows:

Social Wellbeing: Perspective Taking, Empathy, Appreciating Diversity and Respect for Others.

Emotional Wellbeing: Social Engagement, Relationship Building, Teamwork, Self-Appreciation and Recognizing Strengths

College & Career Readiness: Identifying Interests, Educational Planning, Post-Secondary Goal Setting and Career and Technical Education.

Environmental Wellbeing: Social Engagement, Relationship Building, Teamwork and Service to Others

Mental Health: Identifying Emotions, Accurate Self-Perception, Self-Confidence and Self-Efficacy.

Growth Mindset: Identifying problems, Analyzing Situations, Solving Problems, Evaluating, Reflecting, Ethical Responsibility and Goal Setting.

LCISD counselors will be the primary person(s) responsible for the execution and delivery of the model Kinder through 12<sup>th</sup> grade.

Resource persons: Valerie Vogt, Chief Academic Administrator  
Dr. Jennifer Roberts, Director Student Support Services

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF APRIL 30, 2018)**

- Exhibit "A" gives the LCISD collections made during the month of April 30, 2018.
- 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 April 30, 2018, LCISD had collected 97.6 % 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  
April 2018**

<b>Year</b>	<b>Taxes Paid</b>	<b>Penalty &amp; Interest</b>	<b>Collection Fees</b>	<b>Total Payments</b>	<b>General Fund Taxes Paid</b>	<b>General Fund P &amp; I &amp; Collection Fees</b>	<b>Debt Service Taxes Paid</b>	<b>Debt Service P &amp; I &amp; Collection Fees</b>
17	\$ 1,533,234.58	\$ 133,071.96	\$ 17,970.98	\$ 1,684,277.52	\$ 1,147,182.34	\$ 117,536.70	\$ 386,052.24	\$ 33,506.24
16	\$ 51,652.58	\$ 18,039.00	\$ 17,308.50	\$ 87,000.08	\$ 38,646.92	\$ 30,805.52	\$ 13,005.66	\$ 4,541.98
15	\$ 17,934.42	\$ 3,668.17	\$ 2,369.76	\$ 23,972.35	\$ 13,418.71	\$ 5,114.27	\$ 4,515.71	\$ 923.66
14	\$ 15,885.45	\$ 3,360.63	\$ 1,608.14	\$ 20,854.22	\$ 11,885.64	\$ 4,122.58	\$ 3,999.81	\$ 846.19
13	\$ 16,953.91	\$ 3,471.28	\$ 1,634.31	\$ 22,059.50	\$ 12,685.10	\$ 4,231.54	\$ 4,268.81	\$ 874.05
12	\$ 13,073.86	\$ 2,104.79	\$ 609.59	\$ 15,788.24	\$ 9,781.99	\$ 2,184.41	\$ 3,291.87	\$ 529.97
11	\$ 1,949.94	\$ 1,168.21	\$ 62.96	\$ 3,181.11	\$ 1,430.90	\$ 920.22	\$ 519.04	\$ 310.95
10	\$ 536.37	\$ 487.48	\$ 164.25	\$ 1,188.10	\$ 400.95	\$ 528.67	\$ 135.42	\$ 123.06
09	\$ 166.23	\$ 162.32	\$ 44.24	\$ 372.79	\$ 130.67	\$ 171.84	\$ 35.56	\$ 34.72
08	\$ 203.50	\$ 224.14	\$ 67.10	\$ 494.74	\$ 159.96	\$ 243.29	\$ 43.54	\$ 47.95
07	\$ 122.28	\$ 137.59	\$ 34.31	\$ 294.18	\$ 94.23	\$ 140.35	\$ 28.05	\$ 31.55
06	\$ 386.66	\$ 502.02	\$ 143.34	\$ 1,032.02	\$ 332.30	\$ 574.78	\$ 54.36	\$ 70.58
05	\$ 197.26	\$ 269.95	\$ 28.33	\$ 495.54	\$ 174.30	\$ 266.86	\$ 22.96	\$ 31.42
04	\$ 124.40	\$ 126.94	\$ -	\$ 251.34	\$ 109.92	\$ 112.16	\$ 14.48	\$ 14.78
03	\$ 481.06	\$ 681.73	\$ 117.00	\$ 1,279.79	\$ 433.52	\$ 731.36	\$ 47.54	\$ 67.37
02	\$ 193.75	\$ 269.96	\$ 38.07	\$ 501.78	\$ 174.60	\$ 281.35	\$ 19.15	\$ 26.68
01	\$ 211.31	\$ 327.60	\$ 49.90	\$ 588.81	\$ 190.43	\$ 345.13	\$ 20.88	\$ 32.37
00	\$ 9.11	\$ 15.89	\$ 3.48	\$ 28.48	\$ 8.11	\$ 17.63	\$ 1.00	\$ 1.74
99	\$ 347.81	\$ 609.83	\$ 87.13	\$ 1,044.77	\$ 314.29	\$ 638.18	\$ 33.52	\$ 58.78
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97 & prior	\$ 283.80	\$ 670.23	\$ 123.74	\$ 1,077.77	\$ 262.95	\$ 745.10	\$ 20.85	\$ 48.87
<b>Totals</b>	<b>\$ 1,653,948.28</b>	<b>\$ 169,369.72</b>	<b>\$ 42,465.13</b>	<b>\$ 1,865,783.13</b>	<b>\$ 1,237,817.83</b>	<b>\$ 169,711.94</b>	<b>\$ 416,130.45</b>	<b>\$ 42,122.91</b>

**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 4/30/18
17	\$ 206,293,212.17	\$ 2,907,911.68	\$ 209,201,123.85	\$ 204,279,410.03	\$ 457,609.06	\$ 28,475.55	\$ 204,765,494.64	\$ 4,921,713.82
16	\$ 1,814,663.85	\$ (61,450.40)	\$ 1,753,213.45	\$ 872,759.72	\$ 205,449.78	\$ 212,966.99	\$ 1,291,176.49	\$ 880,453.73
15	\$ 566,874.61	\$ 30,531.44	\$ 597,406.05	\$ 83,327.83	\$ 38,101.76	\$ 25,440.68	\$ 146,870.27	\$ 514,078.22
14	\$ 339,577.64	\$ 167,111.28	\$ 506,688.92	\$ 115,149.28	\$ 19,958.31	\$ 10,829.27	\$ 145,936.86	\$ 391,539.64
13	\$ 277,679.16	\$ 134,087.58	\$ 411,766.74	\$ 65,735.71	\$ 16,040.85	\$ 7,931.70	\$ 89,708.26	\$ 346,031.03
12	\$ 265,479.02	\$ 185,367.97	\$ 450,846.99	\$ 158,600.71	\$ 14,210.73	\$ 5,390.88	\$ 178,202.32	\$ 292,246.28
11	\$ 224,190.26	\$ 37,981.34	\$ 262,171.60	\$ 56,914.30	\$ 7,789.43	\$ 2,505.21	\$ 67,208.94	\$ 205,257.30
10	\$ 181,303.11	\$ 12,365.40	\$ 193,668.51	\$ 15,448.36	\$ 6,160.44	\$ 1,639.02	\$ 23,247.82	\$ 178,220.15
09	\$ 159,154.16	\$ (373.00)	\$ 158,781.16	\$ 5,956.43	\$ 4,960.60	\$ 1,142.61	\$ 12,059.64	\$ 152,824.73
08	\$ 153,187.47	\$ (135.44)	\$ 153,052.03	\$ 2,830.49	\$ 3,182.72	\$ 1,095.47	\$ 7,108.68	\$ 150,221.54
07	\$ 174,543.62	\$ -	\$ 174,543.62	\$ 915.72	\$ 1,155.85	\$ 393.15	\$ 2,464.72	\$ 173,627.90
06	\$ 84,556.70	\$ -	\$ 84,556.70	\$ 1,812.16	\$ 1,844.83	\$ 270.61	\$ 3,927.60	\$ 82,744.54
05	\$ 130,312.15	\$ (85.80)	\$ 130,226.35	\$ 1,363.56	\$ 1,980.28	\$ 573.69	\$ 3,917.53	\$ 128,862.79
04	\$ 52,136.73	\$ (85.80)	\$ 52,050.93	\$ 2,735.87	\$ 4,457.50	\$ 1,370.97	\$ 8,564.34	\$ 49,315.06
03	\$ 39,258.30	\$ -	\$ 39,258.30	\$ 1,603.22	\$ 2,407.67	\$ 462.02	\$ 4,472.91	\$ 37,655.08
02	\$ 25,886.38	\$ -	\$ 25,886.38	\$ 592.77	\$ 895.76	\$ 155.29	\$ 1,643.82	\$ 25,293.61
01	\$ 24,301.80	\$ (72.30)	\$ 24,229.50	\$ 481.92	\$ 845.06	\$ 161.37	\$ 1,488.35	\$ 23,747.58
00	\$ 21,052.70	\$ (64.80)	\$ 20,987.90	\$ 34.31	\$ 57.40	\$ 12.64	\$ 104.35	\$ 20,953.59
99	\$ 21,924.25	\$ (120.90)	\$ 21,803.35	\$ 347.81	\$ 609.83	\$ 87.13	\$ 1,044.77	\$ 21,455.54
98	\$ 13,781.68	\$ (120.90)	\$ 13,660.78	\$ 9.86	\$ 23.57	\$ 5.01	\$ 38.44	\$ 13,650.92
97	\$ 12,114.62	\$ (118.80)	\$ 11,995.82	\$ 285.76	\$ 663.26	\$ 123.00	\$ 1,072.02	\$ 11,710.06
96	\$ 5,144.62	\$ (3,215.00)	\$ 1,929.62	\$ 9.73	\$ 25.59	\$ 5.30	\$ 40.62	\$ 1,919.89
95 & prior	\$ 17,571.87	\$ -	\$ 17,571.87	\$ 67.08	\$ 204.10	\$ 40.69	\$ 311.87	\$ 17,504.79
<b>Totals</b>	<b>\$210,897,906.87</b>	<b>\$3,409,513.55</b>	<b>\$214,307,420.42</b>	<b>\$205,666,392.63</b>	<b>\$788,634.38</b>	<b>\$301,078.25</b>	<b>\$206,756,105.26</b>	<b>\$8,641,027.79</b>

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

<b>MONTH</b>	<b>2017-2018</b>	<b>2016-2017</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%
<b>DEC</b>	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%
<b>JAN</b>	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%
<b>FEB</b>	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%
<b>MAR</b>	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%
<b>APR</b>	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%
<b>MAY</b>		98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%
<b>JUNE</b>		98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%
<b>JULY</b>		98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%
<b>AUG</b>		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 APRIL 30, 2018**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 4/30/2018</b>	<b>% OF BUDGET COLLECTED</b>
2017	2017-2018	\$ 207,658,560	\$ 204,279,410	98.37%
2016 & Prior	2016-17 & Prior	\$ 2,150,000	\$ 1,386,983	64.51%
<b>TOTAL</b>		<b>\$ 209,808,560</b>	<b>\$ 205,666,393</b>	<b>98.03%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF APRIL 30, 2018**

Exhibit E

<b>SCHOOL YEAR TAX YEAR</b>	<b>2012-13 2012</b>	<b>2013-14 2013</b>	<b>2014-15 2014</b>	<b>2015-16 2015</b>	<b>2016-17 2016</b>	<b>2017-18 2017</b>
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212
1 Collections	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 204,279,410
Adj. To Roll	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,907,912
2 Collections	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 872,760	
Adj. To Roll	\$ 65,612	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (61,450)	
3 Collections	\$ 315,459	\$ 333,212	\$ 305,374	\$ 83,328		
Adj. To Roll	\$ 445,748	\$ (49,699)	\$ 102,657	\$ 30,531		
4 Collections	\$ 252,058	\$ 211,870	\$ 115,149			
Adj. To Roll	\$ (88,980)	\$ 113,341	\$ 167,111			
5 Collections	\$ 225,311	\$ 65,736				
Adj. To Roll	\$ 138,805	\$ 134,088				
6 Collections	\$ 158,601					
Adj. To Roll	\$ 185,368					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 142,252,005	\$ 149,570,906	\$ 161,842,657	\$ 178,857,470	\$ 196,426,224	\$ 204,279,410
<b>ADJUSTED TAX ROLL</b>	\$ 142,544,251	\$ 149,916,937	\$ 162,234,196	\$ 179,371,548	\$ 197,306,678	\$ 209,201,124
<b>BALANCE TO BE COLLECTED</b>	\$ 292,246	\$ 346,031	\$ 391,540	\$ 514,078	\$ 880,454	\$ 4,921,714
<b>ADJ. TAXABLE VALUE</b>	\$ 10,254,613,215	\$ 10,785,003,208	\$ 11,671,105,098	\$ 12,903,963,778	\$ 14,194,214,448	\$ 15,049,899,201
<b>TOTAL % COLLECTIONS AS OF APRIL 30, 2018</b>	99.8%	99.8%	99.8%	99.7%	99.6%	97.6%
<b>TAX RATE</b>	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 # 9R	<b>\$ 1,035,687.32</b>
Drymalla Construction (Carter ES)	Application # 10	<b>\$ 1,622,910.65</b>
Engineered Air Balance (Carter ES)	Application # 2	<b>\$ 4,905.00</b>
Engineered Air Balance (Foster HS Natatorium)	Application # 1	<b>\$ 615.00</b>
Engineered Air Balance (Fulshear HS Natatorium)	Application # 1	<b>\$ 615.00</b>
Engineered Air Balance (George Ranch HS Natatorium)	Application # 1	<b>\$ 615.00</b>
Engineered Air Balance (Lamar CHS Band Hall)	Application # 1	<b>\$ 4,350.00</b>
Engineered Air Balance (Maintenance & Operations)	Application # 3	<b>\$ 26,580.00</b>
Engineered Air Balance (Terry HS Band Hall)	Application # 1	<b>\$ 4,350.00</b>
Hartfiel Architecture & Design (Districtwide Fence Improvements)	Application # 3	<b>\$ 1,625.00</b>
Millis Construction (Terry HS Baseball/Softball Complex)	Application # 9	<b>\$ 39,674.99</b>
PBK Architects (Bentley ES)	Application # 20	<b>\$ 16,160.70</b>
PBK Architects (Bentley ES)	Application # 21	<b>\$ 5,684.06</b>
PBK Architects (Bentley ES)	Application # 22	<b>\$ 7,130.64</b>



PBK Architects (Foster HS Natatorium)	Application # 15	\$	<b>16,626.32</b>
PBK Architects (Foster HS Natatorium – Reimbursables)	Application # 4	\$	<b>1,570.02</b>
PBK Architects (Fulshear HS Natatorium)	Application # 16	\$	<b>8,902.82</b>
PBK Architects (Fulshear HS Natatorium – Reimbursables)	Application # 4	\$	<b>1,570.03</b>
PBK Architects (George Ranch HS Natatorium)	Application # 15	\$	<b>6,945.12</b>
PBK Architects (George Ranch HS Natatorium – Reimbursables)	Application # 4	\$	<b>1,570.01</b>
PBK Architects (Lindsey ES)	Application # 22	\$	<b>9,400.09</b>
PBK Architects (Support Services)	Application # 12	\$	<b>21,250.56</b>
PBK Architects (Support Services – Reimbursables)	Application # 5	\$	<b>4,201.84</b>
PBK Architects (Support Services – Reimbursables)	Application # 6	\$	<b>13,893.55</b>
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 12	\$	<b>144.00</b>
Raba Kistner (Dickinson ES – Running Track)	Application # 2	\$	<b>6,875.67</b>
Raba Kistner (Foster HS Natatorium)	Application # 6	\$	<b>6,090.75</b>
Raba Kistner (Foster HS Natatorium)	Application # 7	\$	<b>1,798.50</b>
Raba Kistner (Fulshear HS Natatorium)	Application # 8	\$	<b>1,323.25</b>
Raba Kistner (George Ranch HS Natatorium)	Application # 7	\$	<b>2,647.00</b>

Raba Kistner (George Ranch HS Natatorium)	Application # 8	\$	<b>1,836.75</b>
Raba Kistner (George Ranch HS Natatorium)	Application # 9	\$	<b>2,048.38</b>
Siemens Industry (District Site Lighting)	Application # 3	\$	<b>572,032.97</b>
Sign Champ (Terry HS Baseball/Softball Complex)	Application # 1	\$	<b>2,020.00</b>
Terracon (Carter ES)	Application # 12	\$	<b>979.00</b>
Terracon (Support Services Center)	Application # 9	\$	<b>1,103.50</b>
Turner Construction (Foster HS Natatorium)	Application # 8	\$	<b>968,181.20</b>
Turner Construction (Fulshear HS Natatorium)	Application # 8	\$	<b>704,792.79</b>
Turner Construction (George Ranch HS Natatorium)	Application # 8	\$	<b>968,390.77</b>
VLK Architects (Carter ES)	Application # 11	\$	<b>115,517.67</b>
VLK Architects (Carter ES – Reimbursables)	Application # 10	\$	<b>302.06</b>
Vanir, Rice & Gardner (2014 Bond Program)	Application # 33	\$	<b>157,995.00</b>
Vanir, Rice & Gardner (2014 Bond Program)	Application # 34	\$	<b>133,078.00</b>

Resource person: Kevin McKeever, Executive Director of Facilities & Planning

**EXECUTIVE SUMMARY**

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,668,081.60	341,973.40	21,327,662.23	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,962,813.40	1,808,047.60	20,232,818.13	21,962,814.00
Don Carter Elementary School (#26)	24,959,404.00	22,972,879.26	1,986,524.74	16,397,904.11	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	708,150.00	281,850.00	131,339.50	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	647,184.00	52,816.00	535,774.88	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,613,703.19	35,176.81	5,863,524.16	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,683,939.00	148,228.00	5,730,340.37	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	5,668,187.24	9,086,569.00
Support Services Center	12,146,000.00	11,429,545.74	769,689.86	6,241,326.36	12,146,000.00
THS Band Hall	700,000.00	659,835.00	40,165.00	591,126.60	700,000.00
*THS Baseball	2,400,000.00	2,318,926.02	81,073.98	2,301,691.52	2,400,000.00
<b>Sub Total - Bond Sale 1</b>	<b>116,395,936.00</b>	<b>110,281,927.78</b>	<b>6,167,243.82</b>	<b>86,537,656.73</b>	<b>114,567,883.57</b>
<b>Bond Sale 2</b>					
Thomas R. Culver, III Elementary School	24,959,404.00	2,161,160.00	22,798,244.00	1,351,977.71	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	1,633,137.00	20,709,356.00	964,597.86	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,692,590.00	2,156,487.00	170,045.65	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>6,678,272.00</b>	<b>74,466,826.00</b>	<b>2,911,621.22</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>197,541,034.00</b>	<b>116,960,199.78</b>	<b>80,634,069.82</b>	<b>89,449,277.95</b>	<b>195,712,981.57</b>

\* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	536,254.00	263,746.00	343,818.01	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.48
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,572.50
Site Lighting	1,600,000.00	1,321,250.00	278,750.00	1,136,756.35	1,600,000.00
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>3,541,518.98</b>	<b>758,481.02</b>	<b>3,152,811.18</b>	<b>4,081,734.98</b>

**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:**

- Awarded construction contract for Roberts Middle School.
- Began installation of wall framing and ductwork at Fulshear High School Shell Space.
- Issued Notice to Proceed for Culver Elementary School.
- Received Certificate of Occupancy for Maintenance and Operations Building.

**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 68% complete.
- Roofing is complete.
- Exterior wall masonry is complete.
- Mechanical, electrical and plumbing is progressing.
- Installing casework.
- Ceiling grid is being installed.
- Sidewalks are being poured.

## THOMAS R. CULVER III ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW:

- Contractor has mobilized on the site.
- Site grading and installation of underground utilities is preparing to begin.

## ROBERTS MIDDLE SCHOOL



### SCHEDULE MILESTONES

- Current Phase: Contracts
- Construction Start: 2<sup>nd</sup> Quarter 2018
- Construction Completion: 3<sup>rd</sup> Quarter 2019

### OVERVIEW

- Contractor has mobilized on the site.
- Site grading and installation of underground utilities is preparing to begin.

## FULSHEAR HIGH SCHOOL SHELL SPACE



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: August 2018

### OVERVIEW:

- Construction is 10% complete.
- Interior walls have been installed with sheetrock in all areas.
- HVAC ductwork has been installed.
- Electrical conduit installation is underway.



**SUPPORT SERVICES FACILITIES (Maintenance & Operations)**



**SCHEDULE MILESTONES:**

**Maintenance & Operations Building**

- Current Phase: Complete
- Construction Start: May 30, 2017
- Construction Completion: April 2018

**Support Services Facility:  
(Purchasing, Warehouse, Food Services & Graphic Arts)**

- Construction Start: May 2018
- Construction Completion: October 2018

**OVERVIEW:**

**Maintenance & Operations Building**

- Construction is complete.
- Painting of interior walls is complete.
- Moving of staff and equipment is complete.

**Support Services Facility**

- Preparations are underway to move the Warehouse and Purchasing operations and staff into the old Maintenance Building.

## BAND HALL ADDITIONS



**Terry High School**

### SCHEDULE MILESTONES:

- Current Phase: Punch List
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Construction Completion: April 2018



**Lamar Consolidated High School**

### OVERVIEW:

- Lamar CHS and Terry HS:
  - Currently working on punch list items.

## BASEBALL COMPLEX RENOVATIONS

**Terry High School**



### SCHEDULE MILESTONES:

- Current Phase: Close-Out
- Construction Start: 3<sup>rd</sup> Quarter 2017
- Construction Completion: February 2018



### OVERVIEW:

- All construction is complete.



## NATATORIUMS

George Ranch High School | Foster High School | Fulshear High School



George Ranch High School



Foster High School



Fulshear High School



### **SCHEDULE MILESTONES:**

- Current Phase: Construction
- Construction Start: 3<sup>rd</sup> Quarter 2017
- Construction Completion: 3<sup>rd</sup> Quarter 2018

### **OVERVIEW:**

- Fire sprinkler pipe installation continues at George Ranch HS.
- Exterior CMU block wall continues at Foster HS.
- Electrical service installation begins at Fulshear HS.
- First fill for leak test begins at Fulshear HS.

## FOSTER HIGH SCHOOL WATER PLANT UPGRADES



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: March 2018

### OVERVIEW:

- All construction is complete.
- Waiting on TCEQ results/report for operation availability.

## HVAC WEB-BASED CONTROLS



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: July 18, 2017
- Construction Completion: April 2018

### OVERVIEW:

- HVAC Controls are complete at all schools.
- Currently working on final punch list items.

## ACCESS CONTROLS



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: 2<sup>nd</sup> Quarter 2018

### OVERVIEW:

- Cable installation is complete.
- Hardware installation is nearing completion.
- Software integration is complete and testing staff ID badges is underway.

## SITE LIGHTING



### SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: 2<sup>nd</sup> Quarter 2018

### OVERVIEW:

- Original scope is complete.
- Installation of wall pack lighting and pole lighting is complete.
- Engineer is conducting punch list inspections.



## 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:

- 2014 Bond Sale 2 Remaining Project:
  - Morgan Elementary #28.

## COMPLETED PROJECTS

Foster High School Baseball Scoreboard  
Huggins Elementary School New Parent Drive  
New Lindsey Elementary School  
Pink Elementary School Repairs  
Chiller Replacement at six schools

Completed March 2016  
Completed May 2017  
Completed October 2017  
Completed November 2017  
Completed November 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 and closed.

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. Project is complete.

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. The installation is now underway.

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 17<sup>th</sup>. Project is complete and closed.

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. Bowie Elementary School has been installed and working. Construction is ongoing.

Access Control Budget \$800,000

**TERRY HIGH BASEBALL PROJECT:**

This project is a 2014 Bond project managed by VANIR Rice & Gardner Notice This project is now substantially complete and the school is using the facility.

Additional Budget of \$1,425,000

**TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000**

Resource Person: Kevin McKeever, Executive Director of Facilities & Planning

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**PERSONNEL CHANGES**

The following changes took place during the month:

Trainees hired:	1
Drivers leaving department	3
Full time drivers hired:	1
Drivers waiting driving test	1
Bus aides hired:	1

Hiring Incentives Paid	Employee	Referrer
Initial	2	0
Six Month	14	6

**ACCIDENTS**

We had the following on the road accidents during the month

Date	Bus #	Action	Location	Preventable	Experience
04/02/2018	417404	Backed into a light pole in a cul-de-sac turnaround	Foster League at Palmer	Preventable	4 years
04/03/2018	417415	Struck a parked truck while making a right turn	Mesquite Hill and Black Gum	Preventable	14 years
04/04/2018	249	Struck a car during a left turn	Joeger and Collins	Preventable	12 years
04/11/2018	254	Struck a parked car in a bus loading zone	McNeil bus ramp	Preventable	1 year
04/11/2018	242	Struck from behind	FM762 and Ricefield	Non Preventable	2 years
04/11/2018	426	Struck a canopy in an apartment complex (sped bus)	Town and Country Apts.	Preventable	15 years
04/20/2018	225	Struck a pickup at a T intersection	Skinner and McCrary	Preventable	17 years
04/24/2018	401	Pulled out in front of a car	Reading Road Apts.	Preventable	24 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	9	2		49
RED	45	7	10	2		68
GOLD	27	13	14	0	1	43
MAROON	50	6	8			28
PURPLE	20	2	4	1	1	9
<b>TOTAL</b>	<b>171</b>	<b>38</b>	<b>45</b>	<b>5</b>	<b>2</b>	<b>197</b>

## 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). The main subjects were customer service and the stop arm passing survey.

### Field Trips

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	454	22,831	595	858	7328
Fulshear	179	16,296	1779	148	981

## STUDENT DISCIPLINE

A total of 395 discipline reports were issued this month

## VEHICLE MAINTENANCE

The maintenance department responded to 13 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.

### April 2018 Fuel Report

		Number of Transactions	Qty	Amount
<b>Account :</b>	<b>001</b>	VOCATIONAL		
<b>Product :</b>	02 #2 Diesel	9	226.500	\$390.48
		9		
<b>Account Totals :</b>			226.500	\$390.48
<b>Account :</b>	<b>034</b>	DISTRIBUTION		
<b>Product :</b>	01 Unleaded	27	486.400	\$807.90
		27		
<b>Account Totals :</b>			486.400	\$807.90
<b>Account :</b>	<b>050</b>	MAINTENANCE		
<b>Product :</b>	01 Unleaded	205	3594.100	\$5,969.83
<b>Product :</b>	02 #2 Diesel	88	715.600	\$1,233.71
		293		
<b>Account Totals :</b>			4309.700	\$7,203.54
<b>Account :</b>	<b>053</b>	TECHNICAL SERVICES		
<b>Product :</b>	01 Unleaded	25	342.300	\$568.58
		25		
<b>Account Totals :</b>			342.300	\$568.58
<b>Account :</b>	<b>060</b>	Transportation		
<b>Product :</b>	01 Unleaded	110	1768.200	\$2,936.99
<b>Product :</b>	02 #2 Diesel	1585	54219.100	\$93,473.70

<b>Account Totals :</b>			<b>1695</b>	<b>55987.300</b>	<b>\$96,410.69</b>
<b>Account :</b>	<b>080</b>		SECURITY		
<b>Product :</b>	01	Unleaded	<b>50</b>	<b>685.600</b>	<b>\$1,138.77</b>
<b>Account Totals :</b>			<b>50</b>	<b>685.600</b>	<b>\$1,138.77</b>
<b>Account :</b>	<b>090</b>		ATHLETICS		
<b>Product :</b>	01	Unleaded	<b>2</b>	<b>30.700</b>	<b>\$50.99</b>
			<b>2</b>		
<b>Account Totals :</b>				<b>30.700</b>	<b>\$50.99</b>
<b>Account :</b>	<b>78</b>		FOODSERVICE		
<b>Product :</b>	01	Unleaded	<b>22</b>	<b>401.400</b>	<b>\$666.71</b>
<b>Account Totals :</b>			<b>22</b>	<b>401.400</b>	<b>\$666.71</b>

Resource Persons: Kevin McKeever, Executive Director of Facilities & Planning  
Mike Jones, Director of Transportation