



A PROUD TRADITION | A BRIGHT FUTURE

SPECIAL BOARD MEETING

Tuesday, July 14, 2020

6:30 PM

Joy Williams, President • Mandi Bronsell, Vice President • Joe Hubenak, Secretary
Kay Danziger • Alex Hunt • Kathryn Kaminski • Jon Welch

**LAMAR CISD BOARD OF TRUSTEES
SPECIAL BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JULY 14, 2020
6:30 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Audience to patrons
4. ACTION ITEMS
 - A. Goal: Planning
 1. Consider approval of resolution regarding delegation of authority during the COVID-19 emergency 4
 2. Consider approval of the updated Memorandum of Understanding between Houston Galveston Institute and Lamar Consolidated Independent School District 8
 3. Consider approval of CenterPoint Energy gas easement for Dr. Thomas E. Randle High School and Harry Wright Junior High School 14
 4. Consider approval of the return to school guidelines for the 2020 - 2021 school year 22
5. 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.
 - a. Lamar CISD Police Department
 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 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.

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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


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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of July 2020 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.


Karen Vacek
Secretary to Superintendent

**CONSIDER APPROVAL OF RESOLUTION REGARDING DELEGATION OF AUTHORITY
DURING THE COVID-19 EMERGENCY**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent, or his designee, to acquire or purchase any and all goods and services required to respond to the COVID-19 Emergency by means other than those prescribed in Texas Education Code Section 44.031 or Texas Government Code Chapter 2269, to amend the General Fund budget for emergency expenditures relating to the reopening of schools for the 2020-21 school year, and to create guidelines regarding absences and the carryover of certain categories of accrued leave earned by employees.

IMPACT/RATIONALE:

Beginning in December 2019, a novel coronavirus, now designated COVID-19, was detected and has spread throughout the world. A local state of disaster for public health emergency was declared for Fort Bend County on March 12, 2020. This was followed by a disaster declaration issued for the State of Texas and a national emergency declared for the United States on March 13, 2020. These declarations have been renewed subsequently as the pandemic and effects of such continue.

Due to the COVID-19 pandemic, Administration believes that a catastrophe, emergency, or natural disaster affecting Lamar CISD has occurred and continues to evolve. Planning is currently underway to comply with the Governor's Executive Order(s) and the Texas Education Agency's requirements for instruction in the 2020-21 school year. To successfully execute the transitional plan ultimately established over the coming weeks, the emergency acquisition of goods and services may be necessary for District operations to continue and to promote the health and safety of the District's students and staff. The delay posed by the procurement methods set forth in Section 44.031 of the Texas Education Code or Chapter 2269 of the Texas Government Code would prevent or substantially impair the reopening of schools and conduct of classes or other essential school activities. It is in the best interest of the District to authorize the Superintendent to acquire goods and services as necessary to respond to the uncertainty and ever-changing circumstances surrounding this health emergency. Any resulting contracts executed under this authorization will be brought for ratification by the Board at a subsequent meeting. Due to the uncertainty of the pandemic and the significant changes being experienced, it may also be necessary to commit unbudgeted financial resources for goods and services to implement new instructional models and to maintain the health and safety of district-owned facilities and equipment. To this end, Administration believes it is necessary to delegate authority to the Superintendent to amend the budget as needed. Any amendments will be brought to the Board for ratification at a later meeting. Finally, due to the closure of schools and the subsequent modification of business operations, many employees have been unable to utilize leave days under their current work schedules. Because of the disruption, it is necessary to lengthen the amount of time employees are allowed to use the days allotted to them. Delegating authority to the Superintendent to establish guidelines for extending this leave will accommodate employees at no cost to the District. This will require the suspension of one section of Board Policy DED (Local) relating to Accumulation. All delegation authority granted by the attached Resolution will remain in effect for a period of ninety (90) days unless the Board extends such delegations for a longer duration.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGARDING DELEGATION OF AUTHORITY
DURING THE COVID-19 EMERGENCY**

WHEREAS, the Board of Trustees (“Board”) of the Lamar Consolidated Independent School District (the “District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19, and in each subsequent month, the Governor of the State of Texas has renewed such declaration;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID- 19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large; and

WHEREAS, Lamar CISD board policy CH(Legal) provides that if school equipment, a school facility, or a part of a school facility or personal property is destroyed or severely damaged or, as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure, and a Board determines that the delay posed by the methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or the part of the school facility may be made by methods other than those required by Education Code 44.031;

IT IS THEREFORE RESOLVED THAT the Board of Trustees finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of the public purposes so stated in this Resolution, the Board of Trustees makes the following delegations to the Superintendent and designee(s) to efficiently and effectively prepare the school district in response to the declarations of emergency announced by the State of Texas, as well as in preparation for declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to create guidelines and make determinations regarding absences, leave time, and leave days (including Non-Work Days) at the sole discretion of the Superintendent or his designee(s), in compliance with Texas and federal law and including suspension of the Section entitled Accumulation within Board Policy DED (Local);
2. The authority to procure, negotiate, and execute contracts for goods and services needed to mitigate, prevent, restore, and repair damage resulting from operational failures caused by the national emergency attributable to the COVID-19 pandemic, including the acquisition of goods and services necessary to reopen schools for instruction and to protect the safety of District students and staff, as well as damage caused to District equipment, personal property, and facilities; and
3. The authority to amend/increase the General Fund budget for emergency expenditures of up to \$5 million in the event of unanticipated/unbudgeted costs requiring the commitment of unbudgeted financial resources for goods and services necessary to implement in-person and remote operations and instruction as well as maintain the safety of facilities and equipment, including but not limited to, resources for cleaning, disinfection, air quality measures, and testing.

The authority granted by this resolution is effective for a maximum duration of ninety (90) days from the date of adoption unless the Board extends such delegations for a longer duration.

BE IT FURTHER RESOLVED that the Board of Trustees hereby ratifies any actions already taken by the Administration towards the District's emergency response with the understanding that all subsequent contracts entered into under this delegation will be brought to the Board of Trustees for ratification at a later meeting.

ADOPTED this 14th day of July 2020 by the Board of Trustees for the Lamar Consolidated Independent School District.

Joy Williams, President

Joe Hubenak, Secretary

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

Employees who are employed 251 days shall be granted annual vacations with pay, in accordance with the following schedule:

1. Employees with six to 12 months of continuous service shall receive five vacation days.
2. Employees with one to ten years of continuous service shall receive ten vacation days.
3. Employees with ten to 20 years of continuous service shall receive 15 vacation days.
4. Employees with more than 20 years of continuous service shall receive 20 vacation days.

Employees who are employed for 230 days or more, but less than 251 days shall be granted scheduled vacations with pay on the following basis:

1. Employees with ten to 20 years of service in the District shall receive five vacation days.
2. Employees with 20 or more years of service in the District shall receive ten vacation days.

Accumulation

Vacation days carried over from the year (July 1 to June 30) in which they accrue shall be used no later than the end of the following year. (June 30)

**CONSIDER APPROVAL OF THE UPDATED MEMORANDUM OF UNDERSTANDING
BETWEEN HOUSTON GALVESTON INSTITUTE AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the updated Memorandum of Understanding between the Houston Galveston Institute (HGI) Counseling and Lamar Consolidated Independent School District for mental health services provided for students and families and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

To help minimize barriers to student success through mental health support and collaboration with current community resources.

PROGRAM DESCRIPTION:

HGI will provide counseling services for all age groups of students, which may from time to time include individual students, families, parenting groups, or workshops. If a need for certain age groups or certain issues arises, HGI will offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered by therapists on site at the schools, as well as virtually via teletherapy options. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administration staff regarding burn-out, or challenges in the classroom.

Updates to the MOU include the addition of 13 therapists, paid for by a George Foundation grant. The following schools have been added to the MOU to receive therapeutic services: Briscoe JH, Wertheimer MS, Leaman JH, Roberts MS, Reading JH, Poly Ryon MS, Meyer ES, Dickenson ES, Campbell ES, Hubenak ES, Carter ES, Culver ES, Thomas ES, Velasquez ES, Williams ES, Hutchison ES, Bentley ES, Huggins ES, Lindsey ES, Adolphus ES, Frost ES, McNeill ES, and Tamarron ES. Additionally, the MOU has been updated to include both face-to-face and teletherapy options.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**SERVICE PROVIDER AGREEMENT
HOUSTON GALVESTON INSTITUTE
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

SCHOOL YEAR 2020-2021

The Houston Galveston Institute (HGI Counseling), a private, 501(c)3 non-profit organization, was founded in 1977 to meet the demand for mental health professionals seeking to increase their understanding of families and their skills in systems-oriented therapy with individuals, couples, families, and groups. It has distinguished itself by its unique developments in brief therapy and has been acclaimed for a Collaborative Therapy approach which emphasizes the therapeutic relationship, the role of language, narrative and conversation in therapy, the not-knowing position, and the translation of these concepts into work with difficult life situations.

Our commitment is to serve people, not the categories that they are boxed into. We recognize the importance of these categories as labels that help professionals communicate with each other; however, they are not equivalent to a person's identity. This means that we work with people/children and young adults, who are typically considered chronic treatment failures, resistant, multi-problem and difficult, or children/students facing multiple challenges that are blocking their success at school. We regard people as possessing the strengths and expertise to manage personal and professional lives in a healthy, productive manner. We work with people in respectful, cooperative partnerships to access natural resources and competencies and to develop ways to address their concerns and solve problems. At HGI, we are determined to learn from our clients: what *they* think they need; what *they* would like to accomplish; and, how *we* can best be of help.

For forty years, HGI has served clients who are underserved and underprivileged in our community, offering sliding scales and pro bono services. HGI has a reputation of training respectful, caring, culturally competent and giving professionals, and of "doing what's needed" to respond to each individual's/family's situation. It is with these common values, which HGI shares with LCISD that we look forward to a strong and effective partnership to address the mental health needs of the students and underprivileged and underserved in the Lamar CISD.

COUNSELING SERVICES

HGI will provide counseling services for all age groups of students, which may from time to time include families, or a parents' parenting group or workshops. If a need for certain age group or certain issues arise, HGI can offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. HGI's Fort Bend offices are resources for these services, as needed.

Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administrative staff regarding burn-out or challenges in the classroom.

The following are the specific services (and service providers) that are part of the HGI-LCISD partnership for the school year 2020-2021. They are separated into three categories related to the funding.

Covered by HGI Grants

- 1) Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the Foster High School and George Ranch High School and Fulshear High School. The therapeutic services provided will consist of a hybrid format of tele-counseling and face-to-face counseling approximately 12 hours a week.
- 2) Lamar High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week. **The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need.**
- 3) Lamar Jr. High and Wessendorf Middle will both have onsite counseling provided by two part-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time. **The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need.**
- 4) Smith ES and Jane Long ES will both have onsite counseling provided by one full-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time. **The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need.**
- 5) ALC will will both have onsite counseling provided by one full-time counselor to assist with onsite support and transition support back to students home campus. **The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need**
- 6) **Pink ES will have counseling services provided one day a week. The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need.**

Covered by HGI and LCISD

- 7) Terry High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week. The cost will be mutually agreed upon for this contracted service and split between HGI and LCISD. **The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need.**

Covered by LCISD

- 8) Two additional schools (Navarro Middle School and George Jr. High) will be designated for counseling that will be paid for by LCISD, on a reimbursement schedule. These services will be provided by one full-time counselor who will be designated to George Jr. High School, and one half-time counselor designated to Navarro Middle School. **The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need.**

Covered by LCISD Grants

- 9) **Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the Roberts Middle School, Leaman Junior High Wertheimer Middle School, and Briscoe Junior High. The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need approximately 12 hours a week.**
- 10) **Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for Polly Ryon MS and Reading JH. The therapeutic services provided will consist of face-to-face counseling, or teletherapy based on need approximately 24 hours a week.**
- 11) **Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the following schools: Meyer ES, Dickinson ES, Campbell ES, Hubenak ES, Carter ES, Culver ES, Thomas ES, Velasquez ES, Williams ES, Arredondo ES, Hutchison ES, Bentley ES, Huggins ES, Lindsey ES, Adolphus ES, Frost ES, McNeill ES, Tamarron ES. The therapeutic services provided will consist of face-to-face counseling, or theletherapy based on need approximately 12 hours a week.**

HGI THERAPEUTIC SUPPORT OVERVIEW				
Schools	LCISD Funded	HGI Grant Funded	LCISD Grant Funded	Split Funded HGI/LCISD
Lamar HS		X		
Lamar JH		X		
Wessendorff MS		X		
Pink ES		X		
Jane Long ES		X		
Smith ES		X		
Fulshear HS		X		
Foster HS		X		
George Ranch HS		X		
ALC		X		
Terry HS				X Bilingual counselor fees agreed upon each school year
Navarro MS	X			
George JH	X			
Wertheimer MS			X	
Briscoe JH			X	
Roberts MS			X	
Leaman JH			X	
Polly Ryon MS			X	
Reading JH			X	
Meyer ES			X	
Dickinson ES			X	
Campbell ES			X	
Hubenak ES			X	
Carter ES			X	
Culver ES			X	
Thomas ES			X	
Velasquez ES			X	
Williams ES			X	
Arredondo ES			X	
Hutchinson ES			X	
Bentley ES			X	
Huggins ES			X	
Lindsey ES			X	
Adolphus ES			X	
Frost ES			X	
McNeill ES			X	
Tamarron ES			X	

CLIENTS FEES AND PAYMENTS

There will be no cost to students, families, administration or teachers in need of counseling services, due to the generous support provided by LCISD and local foundations.

CLIENT CONFIDENTIALITY AND INFORMATION EXCHANGE

Confidentiality will be honored and maintained by HGI staff. All clinical records, including the session notes and intake forms, will be maintained and stored through PIMSY, HGI's online database. Upon written request, LCISD social workers or school system officials/management will be able to obtain these records from HGI with signed release of information forms. Our therapists and staff cannot answer phone calls or correspondence without first possessing the adequate documentation.

Upon the conclusion of the school year, LCISD will provide a written summary, giving narrative and other feedback, regarding the advantages and challenges that partnership with HGI provided, including suggestions for the future.

HGI will request and collect student performance data (attendance, grades and behavioral) from the appropriate school staff for each student, *with a release of information from their legal guardians*, periodically during their therapeutic relationship.

PROPOSED COST OF SERVICES

The following arrangements have been made to support the above positions/services.

HGI will absorb the cost for counseling services at Lamar High School, Foster High School, Fulshear High School, George Ranch High School, Lamar Jr. High and Wessendorf Middle School, Smith Elementary, Jane Long Elementary and ALC. HGI is responsible for writing, maintaining, and reporting of the grants and funds that support those schools.

HGI shares the cost of the full-time counselor at Terry High School, and pays the counselor directly, as does LCISD, for that position.

The new Red Track school position will be paid as agreed (i.e. monthly, quarterly). Both the full-time and half-time therapists would be an employee of HGI, and LCISD would pay HGI for this therapist at the rate of \$60,000.00 (total for the school year) for the full-time position and \$30,000 (total for the school year) for the half-time position.

The remaining outlined schools are funded entirely through outside LCISD grant funding covering: Wertheimer MS, Briscoe JH, Roberts MS, Leaman JH, Polly Ryon MS, Reading JH, Meyer ES, Dickinson ES, Campbell ES, Hubenak ES, Carter EE, Culver ES, Thomas ES, Velasquez ES, Williams ES, Arredondo ES, Hutchison ES, Bentley ES, Huggins ES, Lindsey ES, Adolphus ES, Frost ES, McNeill ES, Tamorrón ES. LCISD is responsible for writing, maintaining, and reporting of the grants and funds that support those schools. LCISD will pay HGI for billed services, including coordination and supervision, on a monthly basis from grant provided funds.

This includes providing scheduled or walk-in counseling sessions (students, teachers, parents, families, or specialized groups), consultations with professionals onsite, and any other educational or training services. All positions will be supported by HGI supervisors and faculty, and additional clinicians and trainers may be invited to participate in special situations and circumstances.

MOU DURATION

This project will have a proposed duration of 12 months from September 1, 2020, and can be extended with the agreement of both parties.

Dr. Sue Levin
Houston Galveston Institute
Executive Director

Date

Dr. Thomas Randle
LCISD

Date

**CONSIDER APPROVAL OF CENTERPOINT ENERGY GAS EASEMENT FOR
DR. THOMAS E. RANDLE HIGH SCHOOL AND
HARRY WRIGHT JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy gas easement for the installation of natural gas service for Dr. Thomas E. Randle High School and Harry Wright Junior High School and authorize the Board President to execute the easement documents.

IMPACT/RATIONALE:

The easement to CenterPoint Energy is for natural gas service to both Dr. Thomas E. Randle High School and Harry Wright Junior High School.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the documents and CenterPoint Energy will begin installation of the Natural Gas service to Dr. Thomas E. Randle High School and Harry Wright Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

EASEMENT

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

STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND}

THAT, Lamar Consolidated Independent School District, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for natural gas facilities and related communications facilities, consisting of all necessary and desirable equipment and appurtenances, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

Restricted Reserve "A" of Lamar CISD Dr Thomas E Randle High School and Harry Wright Junior High School Campus, a subdivision situated in the B.B.B. & C. RR Company Survey, Abstract 128, and the J. Dickerson Survey, Abstract 401, Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk File Number 20190296 of the Plat Records of said County and State.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

An easement ten (10) feet wide, the location of which is shown by the hatched area on Sketch Nos. 20-0382, 20-0382A, and 20-0382B, attached hereto and made a part hereof.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including, but not limited to, the Occupational Safety and Health Administration ("O.S.H.A.").

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not

otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 20_____.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said school district.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary's Signature

Name typed or printed

Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

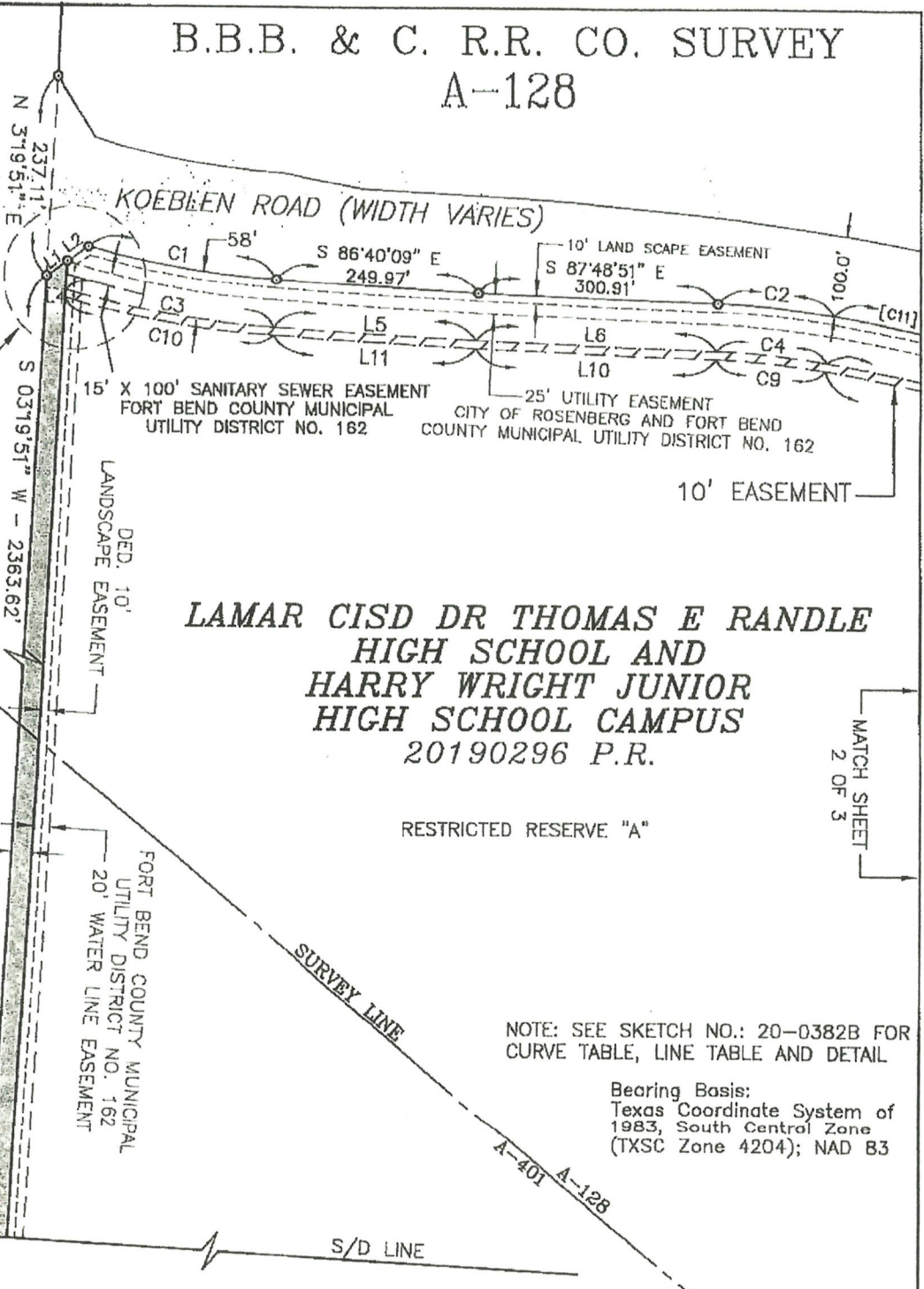


Dwayne Woodrum
SHEET 1 OF 3

B.B.B. & C. R.R. CO. SURVEY
A-128

SEE DETAIL
SKETCH NO. 20-0382B

STATE FAEM MARKET HIGHWAY NO. 2977
(MINONITE ROAD - WIDTH VARIES)



LAMAR CISD DR THOMAS E RANDLE
HIGH SCHOOL AND
HARRY WRIGHT JUNIOR
HIGH SCHOOL CAMPUS
20190296 P.R.

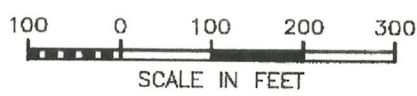
RESTRICTED RESERVE "A"

MATCH SHEET
2 OF 3

NOTE: SEE SKETCH NO.: 20-0382B FOR
CURVE TABLE, LINE TABLE AND DETAIL

Bearing Basis:
Texas Coordinate System of
1983, South Central Zone
(TXSC Zone 4204); NAD 83

J. J. DICKERSON SURVEY
A-401



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL ADJOINING
EASEMENTS OR WITH ADJOINING PROPERTY LINES.

LEGEND

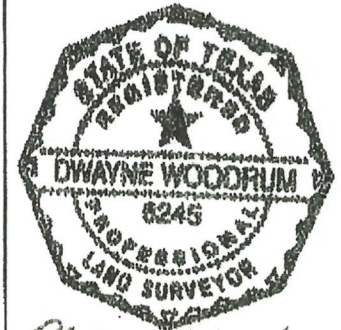
⊙ = Call & Fnd. 5/8" I.R. W/Pl. Cap
Marked "1943 4349 5829"

ALL DISTANCES SHOWN HEREON ARE
GRID DISTANCES AND MAY BE CONVERTED
TO SURFACE DISTANCES IN U.S. SURVEY FEET
BY DIVIDING BY THE COMBINED SCALE FACTOR
0.999870017 PER PLAT 20190296 P.R.

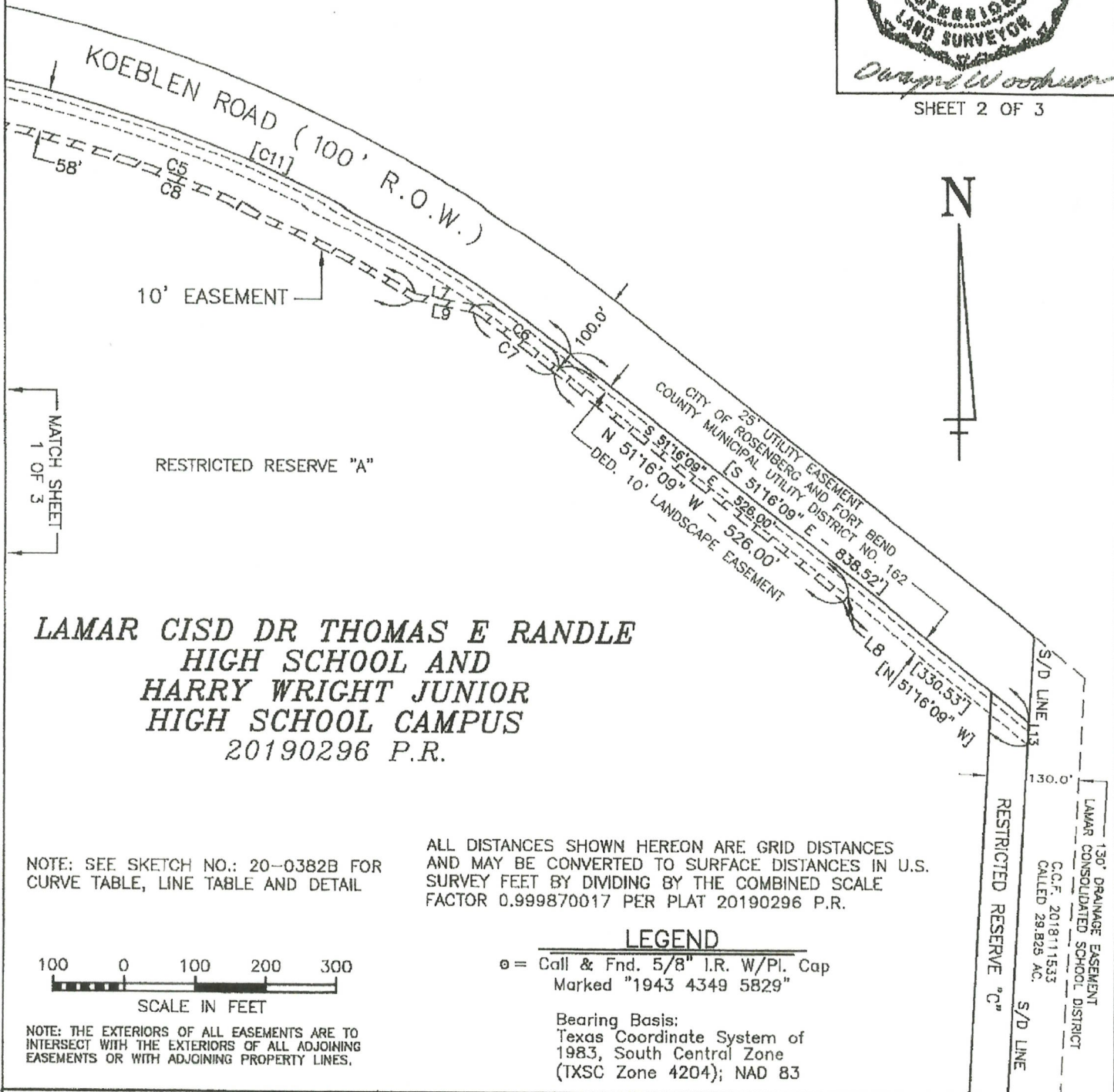
REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED		LAST PLOT DATE: 06/11/2020	<p>CenterPoint Energy SURVEYING & RIGHT OF WAY P.O. Box 1700 Houston, TX 77251-1700 713-207-2222 Firm Number: 10027400 SKETCH NO. 20-0382</p>		
COUNTY: FORT BEND		DRAWN BY: GDW			
SURVEY DATE: 05/20/2020		MAP NO: 4446 D4			
SCALE: 1" = 200'		JOB NO: 91245724			
FILE NO. - BOOK: 2020		CHECKED BY: TJS			

\\sch-files-02\091245724\Asst\120-0382.dwg Plot Date: 05/20/2020 10:25:44 AM

B.B.B. & C. R.R. CO. SURVEY
A-128



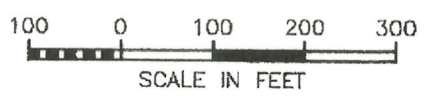
Dwayne Woodrum
SHEET 2 OF 3



LAMAR CISD DR THOMAS E RANDLE
HIGH SCHOOL AND
HARRY WRIGHT JUNIOR
HIGH SCHOOL CAMPUS
20190296 P.R.

NOTE: SEE SKETCH NO.: 20-0382B FOR
CURVE TABLE, LINE TABLE AND DETAIL

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES
AND MAY BE CONVERTED TO SURFACE DISTANCES IN U.S.
SURVEY FEET BY DIVIDING BY THE COMBINED SCALE
FACTOR 0.999870017 PER PLAT 20190296 P.R.



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL ADJOINING
EASEMENTS OR WITH ADJOINING PROPERTY LINES.

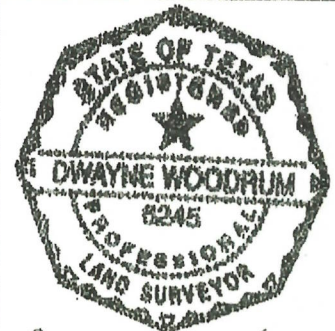
LEGEND

o = Call & Fnd. 5/8" I.R. W/Pl. Cap
Marked "1943 4349 5829"

Bearing Basis:
Texas Coordinate System of
1983, South Central Zone
(TXSC Zone 4204); NAD 83

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 06/11/2020		CenterPoint Energy SURVEYING & RIGHT OF WAY P.O. Box 1700 Houston, TX 77251-1700 713-207-2222 Firm Number: 10027400 SKETCH NO. 20-0382A		
COUNTY: FORT BEND	DRAWN BY: GDW				
SURVEY DATE: 05/20/2020	MAP NO: 4446 D4				
SCALE: 1" = 200'	JOB NO: 91245724				
FILE NO. - BOOK: 2020	CHECKED BY: TJS				

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	236.80'	1109.86'	12°13'29"	S 80°33'25" E	236.35'
C2	143.99'	1199.98'	6°52'30"	N 84°22'36" W	143.90'
C3	262.29'	1167.85'	12°52'05"	S 80°13'56" E	261.73'
C4	137.03'	1141.99'	6°52'31"	N 84°22'25" W	136.95'
C5	754.32'	1891.75'	22°50'46"	N 69°30'47" W	749.33'
C6	146.78'	1924.75'	4°22'10"	N 53°27'14" W	146.75'
C7	143.96'	1914.75'	4°18'28"	N 53°25'23" W	143.92'
C8	752.17'	1881.76'	22°54'08"	N 69°29'06" W	747.17'
C9	135.83'	1131.99'	6°52'31"	N 84°22'25" W	135.75'
C10	262.24'	1177.85'	12°45'24"	S 80°17'16" E	261.70'
C11	1009.65'	1949.75'	29°40'12"	N 66°06'15" W	998.41'

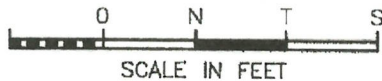
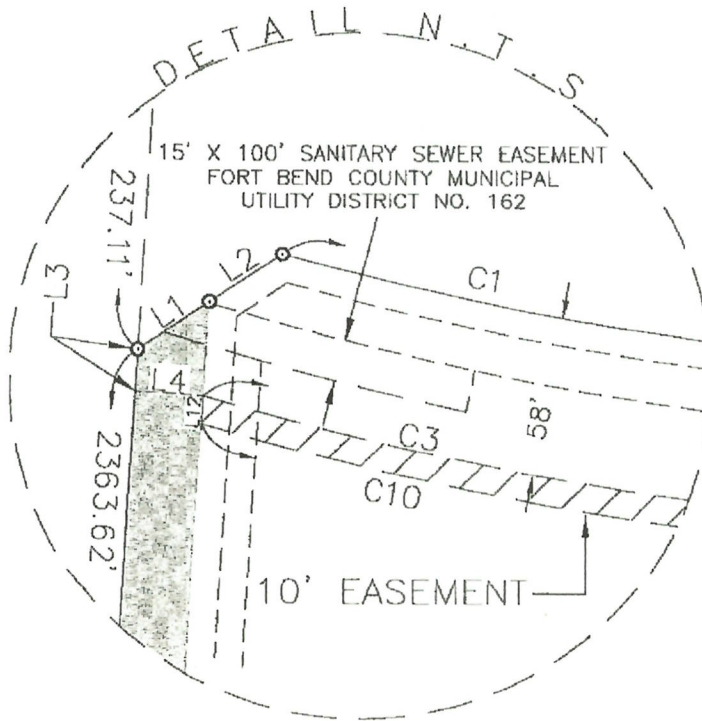


Dwayne Woodrum

SHEET 3 OF 3



Line Table		
Line #	Length	Direction
L1	31.70'	N 55°40'31" E
L2	31.59'	N 55°40'31" E
L3	15.14'	S 3°19'51" W
L4	25.00'	N 86°40'09" W
L5	250.55'	S 86°39'58" E
L6	301.48'	S 87°48'40" E
L7	88.17'	S 78°53'15" E
L8	10.00'	S 38°44'02" W
L9	87.96'	N 78°53'15" W
L10	301.58'	N 87°48'40" W
L11	250.65'	N 86°39'58" W
L12	10.25'	N 3°19'51" E
L13	30.81'	S 2°57'49" W



SCALE IN FEET

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

Bearing Basis:
Texas Coordinate System of
1983, South Central Zone
(TXSC Zone 4204); NAD 83

LEGEND

⊙ = Call & Fnd. 5/8" I.R. W/Pl. Cop
Marked "1943 4349 5829"

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COUNTY: FORT BEND	DRAWN BY: GDW				
SURVEY DATE: 05/20/2020	MAP NO: 4446 D4				
SCALE: N.T.S.	JOB NO: 91245724				
FILE NO. - BOOK: 2020	CHECKED BY: TJS				

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**CONSIDER APPROVAL OF THE RETURN TO SCHOOL GUIDELINES
FOR THE 2020-2021 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the return to school guidelines for the 2020-2021 school year and delegate final authority to the Superintendent to adjust the guidelines as necessary, based upon the rapidly evolving COVID-19 pandemic in Fort Bend County.

IMPACT/RATIONALE:

Lamar CISD continues to monitor the spread of COVID-19, while receiving regular updates and guidance from local, state and federal agencies. With so much uncertainty, the District wants to ensure our parents have educational options for their children while also meeting the requirements from the Texas Education Agency.

Lamar CISD will offer both on-campus instruction and virtual instruction during the 2020-2021 school year and parents will be able to determine which model is best for their students.

The return to school guidelines for the 2020-2021 school year are provided under separate cover.

Submitted by: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development

Recommended for Approval:



Dr. Thomas Randle
Superintendent