



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, December 17, 2015

7:00 PM

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
DECEMBER 17, 2015
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. Board Bites - Culinary Arts
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
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 - B. November 19, 2015 - Regular Board Meeting 13
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 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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12. CLOSED SESSION

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 162
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 163
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 - d. Superintendent's Evaluation
 - e. Reassignment of professional personnel (Information) 166
 - f. Consider employment of Campus Coordinator for Fulshear High School 167
 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items Future Agenda Items

ADJOURNMENT: (Time_____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 11th day of December 2015 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 17th day of November 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

James Steenbergen	Member
Frank Torres	Member

Others Present:

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

BUSINESS TRANSACTED

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

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

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

11. ACTION ITEMS

11. A GOAL: INSTRUCTIONAL

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

a. Lamar Consolidated High School Speech and Debate

Ms. Roberts asked how this group of students were selected if it was by invitation or did they apply. Dr. Randle said it is a series of steps. They do not just go because they want to go, you have to garner a certain number of points through different competitions you have participated in throughout the year. Ms. Haack said you can only submit names that have earned certain points within the region. These students are performing at the highest level. Ms. Roberts asked if there were only students in Lamar Consolidated High School. Ms. Haack said the others will do it at various times throughout the year. There are so many available, they pick and choose in which to participate. Ms. Roberts asked where the money will come from. Ms. Haack said the campus has a budget, but a lot is from group fundraisers. Ms. Roberts asked if it will take more money than they are asking for. Dr. Randle said if it does they will find the money out of the campus activity fund.

11. A-2 Consider approval of the 2015-2016 Lamar CISD Dyslexia Handbook

Dr. Harrell asked who revises and reviews this handbook each year. Ms. Mathis said the state puts out an example of the manual and every school district receives, then develops their own procedures within the state guidelines.

Ms. Roberts asked if this handbook is made available to the public. Ms. Mathis said it will go on the Special Education department page. In addition to that they will have parent trainings and they will have copies of the manual available. Ms. Roberts asked if the trainings are available for parents who are looking for testing for their children. Ms. Mathis said flyers will be sent out to campus principals and they will pass out the flyers to all parents. Ms. Roberts asked if there is currently a law or rule on what kids can be tested for dyslexia. Ms. Mathis said no, typically it is children who actually experience reading difficulties of some type. They do want to identify the kids as early as possible.

Ms. Kaminski asked if Ms. Mathis was familiar with the book "The Gift of Dyslexia". Ms. Mathis was not. Ms. Kaminski said we talk a lot about reading, but as they get older you start to see problems with math. Mrs. Kaminski said the focus seems to just be on the reading element. Ms. Mathis said it is the reading that affects the math, meaning comprehension of word problems if they are not able to fluently read the passages. Ms. Kaminski asked if they are able to pass their reading but are doing badly in math, is this ever taken into consideration. Ms. Mathis said they may look at another disability as it relates to math, but not necessarily through dyslexia. Ms. Kaminski asked how many students exit the program because dyslexia stays with you. Ms. Mathis said when they are exited it is not necessarily from support through dyslexia, but it may be exit through the DIP (Dyslexia Intervention Program). However, when they complete this program, they are still monitored to ensure they do

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have continued difficulties. If they have additional reading difficulties, additional support is provided. They stay under the 504 program because dyslexia does not go away, they continue to be provided accommodations.

Ms. Danziger asked if currently all the schools have teachers that are trained in dyslexia and how far does that go. Ms. Mathis answered yes and they are trained all the way through high school.

Ms. Roberts asked Ms. Mathis, in her opinion, if there is a broad range of kids with dyslexia that have more of the textbook definition of dyslexia to something that has been recently adopted by the state as also being dyslexia. For example, when she was young the definition was someone who got the words backwards or read things backwards. Ms. Mathis said we are past that and other things are looked at. With the DIP, there are mastery checks that helps to guide them in which direction to go with the child.

Ms. Kaminski asked about the parent education program referenced in the handbook, is there a separate pamphlet that is given to the parents to introduce them to what to look for in dyslexia. Ms. Kaminski said she referenced the book because the old fashion is my child writes backwards and is always focused on the reading. She said she has a different vision now of the reading elements and what they can see and why they can't understand certain words. She thought a pamphlet would help educate the parents. She also asked about professional development and if the district is in need of more dyslexia trainers or specialists. Ms. Mathis said that need is addressed at individual campuses, because it depends how many groups they have at a campus. As they see the need they will add additional staff.

Ms. Roberts asked if this is up to the campus principal and if it comes out of their budget. Ms. Mathis said they submit their information and the reading facilitator will determine if they are grouping everyone correctly. Then they look at adding additional staff at the district level.

11. A-3

Consider approval of the Targeted Improvement Plans for Navarro and Wessendorff Middle Schools

Ms. Roberts said it appears that a lot of the root causes listed for both Navarro and Wessendorff are a failure on the districts part. An example was many teachers have low expectations for student performance. She asked what the district is doing to change this. Ms. Haack said when the principals evaluate their overall plan, they are asked to evaluate the root causes for things that are occurring. They were asked how they were changing the student's expectations for student performance, and what they are doing to stimulate the change. Ms. Roberts asked where the information for the root causes come from. Mr. Moore said this comes from a needs analysis that is driven by the principal and team at the campus. Ms. Roberts asked what the former principals did last year to meet standards. Mr. Moore said there was a much more extensive targeted improvement plan last year that included up to ten root causes. He said now we are down to three and five. Ms. Roberts asked if we have students that are attending other campuses that are zoned to Navarro and Wessendorff. Mr. Moore said yes this is per the Public Education Grant (PEG grant). Parents of students at these two campuses are allowed to ask for a transfer to another campus.

Ms. Danziger said they were given a report last year as to why they did not meet standards, she asked what this was from. Mr. Moore said it was based on what is

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called Index 2 which is the student growth index. He said the campuses did much better in that index this year as well as some of the rules in the accountability system have changed. Ms. Danziger asked how long will they be followed. Mr. Moore said after this year if they meet standard, they will not be followed anymore.

Ms. Kaminski asked for clarification, it said although both campuses were rated as met the standard in the 2015, she said basically we are behind a year in making the improvements. Mr. Moore said it is not that the district is behind, it is the way the intervention system is set up. If a campus was formerly in improvement required, you missed the previous year, you have one more year where the state monitors progress and then they release you.

11. B GOAL: PLANNING

11. B-1 Consider approval of budget amendment requests

Ms. Roberts asked what the \$57k for food services for the software is and if we are currently using a software that might be outdated. Ms. Ludwig said this is an additional module of Primero, we use it for point of sale operations. This will add functionality for inventory accounting and menu planning.

Dr. Harrell asked who requests this software to be purchased. Mr. Antignolo said his department did. He said this will tie into what they already use, and this will help them with inventory.

Ms. Roberts asked where the money is coming from. Ms. Ludwig said it will come from fund balance in the food service budget.

11. B-3 Consider approval of renewal of vending machine service contract

Dr. Harrell asked if we were just extending this out to coincide more with the school year. Ms. Ludwig said yes it is easier to do this work in the summer.

Ms. Roberts asked if another procurement will be done. Ms. Leach said yes one will be done.

11. B-6 Discussion and action on naming new schools

Ms. Kaminski asked when did the policy change. Dr. Randle said the best we can tell was in 1999.

11. B-10 Consider approval of Memorandum of Understanding with Neighborhood Centers Inc.

Ms. Roberts asked if this program was already in place. Dr. Randle said no, it was in place but it is now transitioning from one organization to another. He said the only way we can restart the program is through this MOU and it will start in January. Ms. Lyons said Tri-County HeadStart actually lost the contract and now Neighborhood Centers is taking over. Ms. Roberts asked what kind of expenses does the district incur. Dr. Randle said we provide the facility and they provide all the other services for the students.

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Ms. Danziger asked if this is a federal funded program. Ms. Lyons said yes.

Ms. Roberts asked why Tri-County lost the contract. A representative from Neighborhood Centers said Williams Smith Tri-County was the original grantee and they lost their federal funding. The office of HeadStart bid this program out and Neighborhood Centers won the bid. Ms. Roberts asked if this was the only location in our district. They answered that yes it was. Dr. Randle said we will look into opening a program back up in Seguin next school year. Dr. Randle reminded the board that we still have our program at Seguin, but by partnering with HeadStart we were able to provide a full day service for the students who qualified through HeadStart.

Ms. Kaminski asked how many students they anticipate to service. A representative from Neighborhood Centers said 98 students that will be three and four years old. It depends who applies and qualifies for the program. Ms. Kaminski asked if NCI provides any of the cost for the students to attend. This is a free program.

Ms. Danziger asked if they have this same program in another district. They currently have almost 3,000 students in Houston.

Ms. Gonzales asked if they currently have a program in Ridgemont Early Childhood Center in Fort Bend ISD. Yes, they have four locations in Fort Bend ISD.

Ms. Kaminski asked if this grant is yearly. They said it's a five year grant and it is licensed by the state.

11. B-11 Consider contract with Energy for Schools

Ms. Roberts asked if a decision has been made on which provider the district will go with. Dr. Randle said the district is working with Energy for Schools, but we are double checking to see if we have other providers that can beat this. He said we could save the district close to \$1m.

12. INFORMATION ITEMS

12. A GOAL: INSTRUCTIONAL

12. A-1 College-Readiness Testing Report, 2014-2015

Ms. Roberts said recently there was Princeton Review classes that were offered to students throughout the district and the class was offered at George Ranch HS, she asked if we change the location of those classes. Ms. Haack said the two classes were at Foster HS and two at Terry HS. She said the Lamar students attended at Terry HS.

Ms. Gonzales said the number of students taking the test at Terry High School for the past four or five years has been consistently low compared to the other schools, she asked what the district is doing to increase the number of students at Terry High School. Ms. Haack said the district is taking some very aggressive steps, we have partnered with Equal Opportunity Schools (EOS). There have been onsite visits with this group and specifically they have shown us how to identify the students that should be taking those AP classes and are not in them currently. The four grade levels took the PSAT this past October, the district will get the AP potential and scores. This will all be tied together with the EOS support and we can identify

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students who should be enrolling in these Pre-AP and AP classes. This is being done both at Terry and Lamar Consolidated High Schools. Dr. Randle said we are really excited about this program, each student will have a profile and a mentor.

Ms. Roberts asked if we are providing any financial assistance for the kids to take the exam at the end of the year. Ms. Haack said all four campuses will offer registration for the AP exams through total registration and the kids will go online and request a fee waiver.

Ms. Danziger asked what about for the ACT and SAT tests. Ms. Haack said it works the same way. Ms. Danziger asked how the students did not know they could take the AP. Ms. Haack said it was a combination of things, whether or not they have had the exposure or understand or sometimes they are nervous and do not know if they can do it. She thinks bringing on the junior high Pre-AP classes is giving the students a better understanding. Ms. Haack said when we get the AP potential and the EOS profiles, we can auto enroll the students.

12. B GOAL: PLANNING

12. B-1 Parent Involvement Update

Ms. Roberts said at a prior meeting we talked about legislation changing and data was no longer the only requirement for met standard. She said kids activities were going to play a role in what the state deemed as met standard or not. She asked if parent involvement in this as well or just student activities. Mr. Moore said at this point there is something called community and student engagement. The community and parents rate the schools based on certain activities and engagement. There will be more in the accountability system especially with house bill 2804 that will add a fifth Index in 2017-2018.

12. B-7 Transportation Update

Ms. Kaminski said she would like to have this report on a regular basis.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda

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- b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:22 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 19th day of November 2015, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kathryn Kaminski, at 7:00 p.m.

Members Present:

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

Members Absent:

James Steenbergen	Member
Frank Torres	Member

Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. STUDENT REPORTS

a. Frost Elementary personal narratives

Ms. Polk from Frost Elementary introduced second graders Kendall Heaney, Nhi Pham, Erik Garcia, and Isabelle Black who have been using the writing process to write personal narratives about a favorite memory of theirs from fall. They each read their personal narrative to the Board.

4. RECOGNITIONS/AWARDS

Ms. Kaminski met Mr. Clint Coker, president of the Suites of Hope Organization, he approached her and wanted to thank her. She said Lamar Consolidated and George Ranch High Schools had a fundraising opportunity and raised over \$7,000 to give to this group. This is an organization for those who have cancer and helps their families stay in Houston.

5. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Janice Harvey, principal at Huggins Elementary
Mike Jones, director of transportation

6. AUDIENCE TO PATRONS

None

7. APPROVAL OF MINUTES

A. OCTOBER 13, 2015 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of October 13, 2015 Special Meeting (Workshop). The motion carried unanimously.

B. OCTOBER 15, 2015 REGULAR BOARD MEETING

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the minutes of October 15, 2015 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee met. She reported on the status of projects going on throughout the District. The dedication for Arredondo Elementary was well attended last week. She went with the LEAF prize patrol to present grants to several schools. LEAF has dispersed over \$317k worth of grants to over 150 teachers this year.

Ms. Roberts reported that she and Ms. Kaminski attended a roundtable meeting with Senator Kolthort that included several districts that she serves. She feels like we have a partner with the senator, she is advocating for real life teaching in the classrooms.

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Ms. Kaminski said this was the first meeting of just Board members with the senator and she wants to meet with them again. Ms. Kaminski also attended the SHAC meeting and found there seems to be a lot more training that needs to be done with the staff and students about food serving. She said they also indicated how rushed lunch breaks are and will come up with some suggestions and will bring those to the Board.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

Dr. Randle made everyone aware that the George Ranch volleyball team left this afternoon to play in the state finals on Friday. Foster High football will be playing at University of Houston and George Ranch High football will be at the Berry Center.

b. Information for Immediate Attention

10. PUBLIC HEARING ON FINANCIAL INTEGRITY RATING SYSTEMS OF TEXAS (FIRST FOR FISCAL YEAR 2013-2014)

The hearing was opened at 7:20 p.m. Jill Ludwig, Chief Financial Officer gave a brief overview on the Financial Integrity Rating System of Texas for fiscal year 2013-2014.

There being no more discussion, the hearing was closed to the public at 7:31 p.m.

ACTION ITEMS FOR CONSENT OF APPROVAL: 11. A-1 – 11. A-3; 11. B-1 - 11. B-3; 11. B-7 – 11. B-9; and 11. C-1

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

11. A GOAL: INSTRUCTIONAL

11. A-1 Approval of out-of-state student trip requests, including, but not limited to:

a. Lamar Consolidated High School Speech and Debate

approved out-of-state travel for Lamar Consolidated High School Speech and Debate students to attend the 2016 California Invitational in Berkeley, California from February 12 – 15, 2016.

approved out-of-state travel for Lamar Consolidated High School Speech and Debate students to travel to New York, New York from March 13 – 17, 2016.

11. A-2 Approval of the 2015-2016 Lamar CISD Dyslexia Handbook

approved the 2015-2016 Lamar CISD Dyslexia Handbook.

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11. A-3 Approval of the Targeted Improvement Plans for Navarro and Wessendorff Middle Schools

approved the Targeted Improvement Plans for Navarro and Wessendorff Middle Schools.

11. B GOAL: PLANNING

11. B-1 Approval of budget amendment requests

approval of budget amendment requests as attached. (See inserted page 11-A-11-B.)

11. B-2 Ratification of Financial and Investment Reports

ratified the Financial and Investment Reports as presented.

11. B-3 Approval of renewal of vending machine service contract

approved a 180-day extension of RFP #53-2010 to Compass Group USA, Inc. by and through its Canteen Vending Services Division for vending machine services across the District.

11. B-7 Approval of HVAC testing and balancing consultant services for the Satellite Transportation Center Phase II

approved testing and balancing consultant services from Engineered Air Balance for the Satellite Transportation Center Phase II not to exceed the amount of \$5,030. (See inserted page 11-C.)

11. B-8 Approval of CenterPoint terms and conditions for the new Elementary #24

approved the CenterPoint Energy terms and conditions package for the installation of overhead and underground service to the new Elementary #24. (See inserted pages 11-D-11-W.)

11. B-9 Approval of third party review consulting services for the new Elementary #24

approved Wining Way Services for the third party review consulting services for the new Elementary #24 in the amount of \$1,750. (See inserted pages 11-X-11-AA.)

11. B-11 Contract with Energy for Schools

authorized the Superintendent to seek and execute a contract for electricity beginning June 1, 2018.

11. C GOAL: PERSONNEL

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

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

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11. B GOAL: PLANNING

11. B-4 Casting of votes for Fort Bend Central Appraisal District Board of Directors

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees cast, by resolution, its 561 votes for Rhonda Zacharias as a candidate for the Board of Directors of the Fort Bend Central Appraisal District. The motion carried unanimously. (See inserted pages 12-A-12-B.)

11. B-5 Consider adoption of the Churchill Fulshear Jr. High School mascot and school colors

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve Chargers as the mascot and purple and black school colors for Churchill Fulshear Jr. High School. The motion carried unanimously.

11. B-6 Discussion and action on naming new schools

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees revise CW (LOCAL) to read the nominee be deceased or living.

Ms. Danziger said that this policy was changed in 1999 so it is time to revisit. She thinks the concern is that the deceased cannot get themselves in anymore trouble. This needs to be for future boards and look at all the nominations and take the best names possible.

Ms. Roberts said she would like to keep deceased. Maybe it should read and/or.

Mr. Morris clarified that it cannot be and/or, it would be best to read or.

Dr. Randle said that as part of the guidelines, we can add to the procedures and include language to remind future boards the intent of the policy.

Ms. Roberts said her intent was not to eliminate anyone that is deceased, just to look at both fairly/equally and make the best choice.

Ms. Kaminski asked if we put into CW (LOCAL) if we do nominate someone that is living and there is something that happens, the Board can remove their name. She asked what the ramifications would be. Mr. Morris said the Board would have the authority at a later date to make a name change.

Ms. Danziger reminded the Board that we have had some name changes on a school previously. We used to have Crockett which was changed to Seguin.

Dr. Randle said when this policy was put in place they changed Fulshear Elementary to Huggins Elementary.

Mr. Morris made a recommendation for the motion to read the nominee may be deceased or living and shall have attained prominence.

Both Ms. Roberts and Ms. Danziger agreed this is acceptable.

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It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees revise CW (LOCAL) to read the nominee may be deceased or living. The motion carried unanimously. (See inserted page 13-A.)

11. B-10 Consider approval of Memorandum of Understanding with Neighborhood Centers Inc.

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the Memorandum of Understanding between Lamar Consolidated Independent School District and Neighborhood Centers, Inc.

Ms. Roberts said that currently we are providing a facility and the facility costs, but outside of that do we have any input in the curriculum. Ms. Lyons said they have their own curriculum. Ms. Roberts asked why would we be partnering with them and providing a facility rather than just leasing the facility to them. Ms. Lyons said we have always partnered with HeadStart, TriCounty previously, it is in our best interest to have our kids educated as early as possible. This helps them be kindergarten ready. Ms. Roberts is concerned that we do not have any input in the curriculum that will be taught, she agrees it is beneficial for the kids to be in school. She said like at Seguin we have full responsibility but in a situation like this she feels we have the responsibility without the authority. Ms. Lyons said this is a federally funded program with checkpoints in place.

Ms. Danziger asked if they are feeding the kids too. Ms. Lyons said yes all their needs are being met. Currently these three and four year olds are not in any type of school.

Ms. Kaminski said her concern is that three year olds are very young and developmentally they need to be with their families. She asked how do we get to those kids that cannot get to us, why are they not going to Beasley through our system like we have at Seguin and can monitor their activities. She said it seems to her we will just be sending them to Powell Point but have no way of keeping records, she said it just seems like a childcare for three and four year olds. Ms. Lyons said the agency would compile those assessments and provide that to who they report. Dr. Randle said we can certainly request this information. He also said there were a number of individuals who expressed concerns that there were no programs offered to the kids in Kendleton. He said they can provide whatever reports the Board would like to see if they are meeting the requirements. This is a MOU and we can ask for things through this, but we cannot if they lease the facility from us.

Ms. Danziger asked how many kids were in HeadStart last year. They think there will be 98 this year.

Ms. Kaminski said we have an early childhood program at Seguin, if we want that type of education why not establish through our district at Powell Point. She asked what age is at Seguin. Ms. Lyons said it is four year olds. Ms. Kaminski said early childhood is her expertise and she just cannot visualize three year olds going into this type of program. Developmentally there are so many things, they are not potty trained, and she is a keen advocate of a home environment. She said they will be in school for 15 years of their life. She is not as concerned about the four year olds. Ms. Lyons said it is just early intervention for these students.

Ms. Danziger asked if this was the same type of program that was at Powell Point last year. Ms. Lyons said yes it is and it was well received by the community.

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Ms. Gonzales asked if the children that are receiving the HeadStart program are children that for whatever circumstance their parents cannot afford daycare or other means of educating their children. For this case in Kendleton, there is not any Pre-K services out there for the children. Ms. Lyons said that is correct. There is Pre-K at Beasley, but it is not able to accommodate all the kids from Powell Point, there are only a certain number of spots available.

Ms. Kaminski said her personal opinion she would like to start in September and not start in midstream and we need to monitor how they are progressing.

Ms. Danziger is concerned that there are children who have turned four after the cutoff and that is why they are not in Pre-K, they could benefit for at least half a year. She hates to say no to anything that is going to feed our children. We do not know what type of environment they are in. She commends the ladies that came the other night, they have taken on a big task, and they have already been in Fort Bend ISD and HISD.

Ms. Vogt said this is a federally funded program. She said the programs we have in our district are funded by the state, an example is the three year old programs are funded through special education and are for children with severe developmental delays. This program was designed by the federal government years ago and they did extensive research into the impact of vocabulary development on children who come from impoverished backgrounds. The three year old program does not really focus on books or the alphabet, it is the acquisition of language which is the single barrier of children in poverty to be successful.

Ms. Kaminski asked how do we ensure the three year olds that really need this program are not left at home with no transportation to get to the facility. Ms. Vogt said the criteria for admission into the HeadStart program is that the family is below the federal poverty level.

Dr. Randle reminded the Board because this is a MOU we can request information from them.

Ms. Danziger pointed out there is a termination of 45 days advance notice.

Voting in favor of the motion: Ms. Danziger, Ms. Gonzales, Ms. Roberts, and Dr. Harrell.

Voting in opposition: Ms. Kaminski

The motion carried. (See inserted pages 14-A-14-G.)

12. INFORMATION ITEMS

12. A GOAL: INSTRUCTIONAL

12. A-1 College-Readiness Testing Report, 2014-2015

12. B GOAL: PLANNING

12. B-1 Parent Involvement Update

12. B-2 Tax Collection Report

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12. B-3 **Quarterly Energy Management Report**

12. B-4 **Payments for Construction Projects**

12. B-5 **Region 4 Maintenance and Operations Update**

12. B-6 **Bond Update**

12. B-7 **Transportation Update**

Mr. McKeever highlighted the update.

Ms. Kaminski asked about the discipline and the after run reports that are turned in by 9 a.m. the next day, if that student has been removed from the bus that afternoon are they allowed to ride in the morning. Dr. Randle said yes they will get back on the bus, unless the driver deems it is something very serious.

Ms. Danziger asked about the double runs and how long the students are waiting for the next bus. Mr. McKeever said it about 30 to 40 minutes and this is mostly secondary students.

Ms. Roberts said with the Skylert system the frustration with the parents was no consistency of the phone calls and wanted to know how the district is correcting that. Mr. Jones said there is training set up in Fulshear and in the meantime they are to call the Rosenberg location to send out the Skylert. He said some were trained, but were having difficulty getting into the system. Ms. Roberts asked if there was a backup if the system goes down. Mr. McKeever said the parents will be notified by email or phone calls.

Ms. Kaminski said she probably should not ask this, but she was looking at the reasons the drivers were leaving, and she asked the average age of the drivers. Dr. Bowen said there is a minimum age requirement but to factor in age in the hiring criteria is not possible. The minimum age for a CDL is 18 years old.

Ms. Kaminski asked about the handicap buses and why are some rather large in our district. Mr. Jones said that we do have some that are up to 59 passengers and this is the trend. The smaller buses seem to run out of room faster.

Ms. Kaminski said she has been notified by people that five year olds are being dropped off without someone there to pick them up. Mr. McKeever said the procedure this year is the blue card system for Pre-K and next year it will grow to the Kindergarten group.

Ms. Kaminski asked about buses that are really having behavior issues if there is a way to have an aide on the bus for a month or so. Mr. Jones said that in the short time he has been here, they have talked about this. More importantly they are looking at separating some of the kids off the routes.

Ms. Kaminski would like to see this report on a monthly basis.

12. B-8 **Accountability Signage**

12. B-9 **School Safety Certificate**

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

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

The Board adjourned to Closed Session at 8:25 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:39 p.m.

No action.

FUTURE AGENDA ITEMS

Discussion of RFQ for future architects

Discussion on moving along with demographer’s current recommendation of when schools should be built

ADJOURNMENT

The meeting adjourned at 8:42 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for George Ranch High School students and staff to travel to Foshan, China from January 2-16, 2016.

IMPACT/RATIONALE:

George Ranch High School requests to travel to Foshan, China, from January 2-16, 2016. The student travel cost is estimated at \$2,600 per student and will be borne by each of the 15 students. The travel cost for the three employees/chaperones will be approximately \$2,600 per employee and will be borne by the District. The student cost includes airfare, ground transportation, one night of hotel in Hong Kong, and three nights of hotel in Beijing. The students and three employee/chaperones will stay on campus for nine nights at no cost.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by George Ranch High School students and employees as part of the Memorandum of Understanding (MOU) between George Ranch High School and Foshan #3 Middle School, as well as the MOU between Lamar CISD and our sister school district in Foshan. Students from Foshan #3 Middle School visited George Ranch in January 2014 and George Ranch students visited Foshan #3 Middle School in January 2015. As a result an annual January two week exchange of students and staff between George Ranch High School and Foshan #3 Middle School has been established.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Lamar Junior High is requesting a budget change to purchase books for ESL students.

199-13	Curriculum and Instr. Staff Development	(500.00)
199-11	Classroom Instruction	500.00

Williams Elementary is requesting a budget change to pay for wireless services. Funds were originally budgeted in function 23. Per the TEA Resource Guide, all utility costs should be coded to function 51.

199-11	Classroom Instruction	(390.00)
199-23	School Leadership	(850.00)
199-51	Plant Maintenance & Operations	1,240.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of November 2015 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle
Superintendent

SCHEDULE OF NOVEMBER 2015 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of October total \$24,515,243 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,429,855
614	Employee Benefits	669,904
621	Professional Services	5,793
623	Education Services Center	18,165
624	Contracted Maintenance and Repair Services	118,380
625	Utilities	135,551
626	Rentals and Operating Leases	680,537
629	Miscellaneous Contracted Services	646,630
631	Supplies and Materials for Maintenance and Operations	231,548
632	Textbooks and Other Reading Materials	226,282
633	Testing Materials	4,575
634	Food Service	516,587
639	General Supplies and Materials	634,547
641	Travel and Subsistence -- Employee and Student	83,803
642	Insurance and Bonding Costs	55,121
649	Miscellaneous Operating Costs/Fees and Dues	692,710
661	Land Purchase and/or Improvements	79,340
662	Building Purchase, Construction, and/or Improvements	5,155,884
663	Furniture & Equipment - \$5,000 or more per unit cost	117,197
129	Misc. Receivable/Alternative Certification Fees	5,200
131	Inventory Purchases	6,495
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,139
Total		24,515,243

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of November 2015. 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 NOVEMBER 30, 2015**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	136,099,100.00	5,284,112.00	(130,814,988.00)	3.9%
5800-STATE PROGRAM REVENUES	96,167,598.00	45,412,234.00	(50,755,364.00)	47.2%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	159,445.00	(1,585,555.00)	9.1%
7900- OTHER RESOURCES	-	167,232.00	167,232.00	0%
TOTAL- REVENUES	234,011,698.00	51,023,023.00	(182,988,675.00)	21.8%
EXPENDITURES				
6100-PAYROLL COSTS	196,018,875.00	44,799,034.00	151,219,841.00	22.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	16,009,163.00	3,163,643.00	12,845,520.00	19.8%
6300-SUPPLIES AND MATERIALS	12,716,249.00	2,393,660.00	10,322,589.00	18.8%
6400-OTHER OPERATING EXPENDITURES	10,154,462.00	2,675,059.00	7,479,403.00	26.3%
6600-CAPITAL OUTLAY	1,640,786.00	317,842.00	1,322,944.00	0.0%
TOTAL-EXPENDITURES	236,539,535.00	53,349,238.00	183,190,297.00	22.6%

Lamar CISD
Local Investment Pools
as of November 30, 2015

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,819,533.88	0.00	0.00	256.01	2,819,789.89
General Account	57,276,288.17	0.00	16,475,000.00	4,489.34	40,805,777.51
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,138,035.64	0.00	1,000,000.00	57.74	138,093.38
Workmen's Comp	515,637.55	0.00	50,000.00	44.60	465,682.15
Property Tax	315,120.52	3,201,899.58	0.00	120.82	3,517,140.92
Vending Contract Sponsor	475,458.99	0.00	0.00	43.19	475,502.18
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,607,695.02	0.00	0.00	145.95	1,607,840.97
Debt Service Series 2007	15,656.20	0.00	0.00	1.43	15,657.63
Capital Projects Series 2005	413,435.13	0.00	0.00	37.49	413,472.62
Student Activity Funds	45,876.64	0.00	0.00	4.02	45,880.66
Taylor Ray Donation Account	5,079.89	0.00	0.00	0.51	5,080.40
Capital Projects Series 2007	209,153.15	0.00	0.00	19.00	209,172.15
Common Threads Donation	53,243.01	0.00	0.00	4.81	53,247.82
Debt Service Series 2008	14,396.41	0.00	0.00	1.35	14,397.76
Capital Projects 2012A	4,629,111.19	0.00	679,324.71	396.87	3,950,183.35
Debt Service 2012A	11,272.32	0.00	0.00	1.05	11,273.37
Debt Service 2012B	3,146.20	0.00	0.00	0.30	3,146.50
Capital Projects 2014A	108,710.54	0.00	0.00	9.88	108,720.42
Capital Projects 2014B	79,186.66	0.00	28,184.08	5.60	51,008.18
Debt Service 2014A	2,078,471.02	0.00	0.00	188.72	2,078,659.74
Debt Service 2014B	409,692.05	0.00	0.00	37.19	409,729.24
Debt Service 2013	2,151.62	0.00	0.00	0.30	2,151.92
Debt Service 2013A	20,467.09	0.00	0.00	1.83	20,468.92
Debt Service 2015	180,326.13	0.00	0.00	16.39	180,342.52
Capital Projects 2015	20,949,108.22	0.00	0.00	1,902.05	20,951,010.27

Lone Star Investment Pool Government Overnight Fund

Capital Projects Fund	5,022.12	0.00	0.00	0.00	5,022.12
Workers' Comp	721,032.09	0.00	0.00	54.26	721,086.35
Property Tax Fund	32,167.43	0.00	0.00	2.42	32,169.85
General Fund	2,588,506.57	0.00	0.00	194.78	2,588,701.35
Food Service Fund	90,512.59	0.00	0.00	6.81	90,519.40
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.81	0.00	0.00	0.05	700.86
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	384.16	0.00	0.00	0.00	384.16
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	208,763.15	0.00	0.00	15.71	208,778.86
Capital Projects 2014A	11,633,515.53	0.00	3,031,054.51	790.14	8,603,251.16
Capital Projects 2014B	2,717,487.29	0.00	1,506,382.07	162.11	1,211,267.33
Capital Projects 2015	29,127,594.67	0.00	0.00	2,191.81	29,129,786.48
Debt Service Series 2015	1,885,506.53	0.00	0.00	141.88	1,885,648.41

MBIA Texas CLASS Fund

General Account	15,362,679.37	0.00	0.00	3,038.92	15,365,718.29
Capital Project Series 1998	905.67	0.00	0.00	0.24	905.91
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,059,190.22	0.00	0.00	2,187.64	11,061,377.86
Capital Projects 2015	14,568,142.82	0.00	0.00	2,881.77	14,571,024.59
Debt Service 2015	943,034.56	0.00	0.00	186.54	943,221.10

TEXSTAR

Capital Projects Series 2007	742.73	0.00	0.00	0.04	742.77
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,581,564.40	0.00	5,525.51	149.99	1,576,188.88
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	4,775.46	0.00	0.00	0.46	4,775.92
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,510.90	0.00	0.00	0.38	4,511.28
Capital Projects 2014A	139.53	0.00	0.00	0.00	139.53
Capital Projects 2014B	4,126,196.44	0.00	0.00	391.85	4,126,588.29
Debt Service 2015	3,299,690.06	0.00	0.00	313.37	3,300,003.43
Capital Projects 2015	50,974,118.82	0.00	0.00	4,841.02	50,978,959.84

TEXAS TERM/DAILY Fund

Capital Projects Series 2007	1,005,137.63	0.00	0.00	121.44	1,005,259.07
Capital Projects Series 2008	140.76	0.00	0.00	0.02	140.78
Capital Projects Series 2012A	464,064.19	0.00	0.00	56.07	464,120.26
Capital Projects Series 2014A	18,021,292.63	0.00	0.00	2,177.38	18,023,470.01
Capital Projects Series 2014B	9,843,465.35	0.00	0.00	1,189.31	9,844,654.66
Debt Service 2015	1,885,719.65	0.00	0.00	227.84	1,885,947.49
Capital Projects 2015	29,130,887.07	0.00	0.00	3,519.67	29,134,406.74

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.12	\$7,786.44
LONE STAR ACCOUNT INTEREST	0.09	\$3,559.97
MBIA TEXAS CLASS ACCOUNT INTEREST	0.24	\$8,295.11
TEXSTAR ACCOUNT INTEREST	0.12	\$5,697.11
TEXAS TERM/DAILY ACCOUNT INTEREST	0.15	\$7,291.73
TOTAL CURRENT MONTH EARNINGS		\$32,630.36
EARNINGS 9-01-15 THRU 10-31-15		\$61,625.37
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$94,255.73

CONSIDER APPROVAL OF RENEWAL OF DELINQUENT TAX ATTORNEY CONTRACT

RECOMMENDATION:

That the Board of Trustees approve the renewal of the contract with the law firm of Linebarger Goggan Blair and Sampson, LLP (“the Firm”) for delinquent tax attorney services for a three-year period beginning January 1, 2016 and ending December 31, 2018, with automatic one-year renewals unless terminated by the District or the Firm.

IMPACT/RATIONALE:

In December 2008, the Board of Trustees authorized the renewal of the contract with the law firm of Linebarger Goggan Blair and Sampson, LLP (“the Firm”) for delinquent tax attorney services for a one-year period beginning January 1, 2009 and ending December 31, 2009, with automatic one-year renewals unless terminated by the District or the Firm. The Firm has developed an effective process for collecting the District’s delinquent property taxes. The maximum fee, set by state statute, for collection of delinquent taxes is 20% of the combined total of the delinquent tax amount, penalty, and interest. This is the fee currently charged by the Firm and paid by the delinquent taxpayer. The administration’s intent is to exercise the renewal option for a three-year period through December 31, 2018, at which point further renewal will be considered based on the performance of the Firm.

BACKGROUND INFORMATION:

The Firm has been collecting delinquent taxes for the District since December 1, 2000. The following items were also considered:

1. The Firm continues to meet the District’s performance goals. Since the Firm began collecting the District’s delinquent taxes during the 1999-2000 year, collection rates have risen from 39% to 57% for 2014-15. In monetary terms, annual delinquent tax collections have risen from just over \$2.0 million to over \$3.7 million in certain years (depending on the amount of taxes becoming delinquent) over the sixteen year period. For the past five years, the Firm has collected an average in excess of 26% of the taxes between July and November of each year.
2. The Firm represents school districts in Fort Bend County as well as Fort Bend County. It is convenient for the district’s taxpayers to call one office and get information on school and county taxes.
3. Tax collection software owned by the Firm is currently being used in the County Tax Assessor’s office. This system facilitates the flow of information when responding to questions that arise. Clients of the Firm have access to this system and periodic upgrades to it at no charge, while other entities pay a fee to access the system.
4. Tax collection efforts include multiple contacts to property owners including personal phone calls, written correspondence, lawsuits, tax warrants, etc. Payment agreements are also a method used to bring taxpayers current on amounts owed.
5. The Firm aggressively markets properties that have been struck off to the taxing bodies. A sign with the Firm’s contact information is placed on the property identifying the property as being available through a tax resale. In addition, the Firm employs a professional property management company to conduct property inspections. This company visits each property posted for sale and tries to personally contact the property owner concerning the payment of the taxes. If the property owner does not pay the taxes, the inspector contacts neighboring property owners to generate interest in a resale. Tax sales for the period July 2014 through November 2015 involved \$310,448 (115 properties).
6. In addition to its tax collection efforts, the Firm also conducts the District’s property value study free of charge. When the adjusted values are applied within the state funding formula, this process has typically resulted in additional funding for the District. The combined value appeals conducted from 2000 through 2014 have resulted in a gain of additional state aid of approximately \$2,318,500.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Agreement for Tax Collection Services

This Agreement is made between Lamar Consolidated Independent School District (hereinafter referred to as the "Client") and Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(e) In the case of delinquent tangible personal property, on the 60th day after the taxes become delinquent; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3 *Compensation*

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2003 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's

affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 *Term and Termination*

6.01 This Agreement shall be effective on January 1, 2016 (The "Effective Date") and shall expire on December 31, 2018 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has

observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 *Miscellaneous*

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 *Property Value Study, Audit & Appeal.* Relating to the Texas Comptroller of Public Accounts' school district property value study, the Firm shall provide services and technical support to evaluate, prepare and file an audit of taxable value request with

the Texas Comptroller of Public Accounts at no cost to the Client. In addition, the Firm shall provide services and technical support to evaluate, prepare and file an appeal of the value assigned by the Texas Comptroller of Public Accounts at no cost to the Client. The Firm shall represent the Client in any administrative hearing or any judicial proceeding relating to an appeal at no cost to the Client.

7.06 Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of the filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

**Lamar Consolidated
Independent School District**

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Kathryn Kaminski, Board President

By: _____
Charles A. "Chip" Sutton, Partner

Date: 12/17/2015

Date: 12/17/2015

ATTEST:

By: _____
Anna Gonzales, Board Secretary

CONSIDER APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2016; 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 Refunding Bonds, Series 2016.

IMPACT/RATIONALE:

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2016 is attached. The Order authorizes the District to issue one or more series of refunding bonds in order to achieve present value debt service savings. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- if Bonds are exchanged for Refunded Bonds, the terms of the exchange shall result in the Bonds being issued in a principal amount not greater than 100% of the principal of the Refunded Bonds exchanged for;
- the aggregate principal amount of the Bonds authorized to be issued shall not exceed the total maximum par amount of \$151,290,000;
- the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 4% of the principal amount of the Refunded Bonds;
- the sale of the Bonds shall produce a true interest cost to the District of not more than 4.5%, and which does not exceed the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;
- no Bond shall mature later than the latest maturity date of the Refunded Bond Candidates being refunded with the Bonds; and
- the Pricing Certificate for the Bonds shall indicate the amount of refunding authority that remains available to the District under Section 3.01 following the issuance of the Bonds approved in the Pricing Certificate.

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

PROGRAM DESCRIPTION:

It is required that the Board of Trustees approve the Order authorizing the sale of the bonds. For the publicly offered portion of the refunding bonds, the underwriting team previously approved by the Board of Trustees will remain in place for this transaction. 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. In addition to the publicly offered portion of the bonds, a bondholder has proposed exchanging their bonds for refunding bonds through a private placement that would potentially deliver greater debt service savings to the District with respect to that portion of the bonds. The Order would allow the District to take advantage of that opportunity if it made financial sense for the District. The District's financial advisory firm, First Southwest Company, will also assist the District with the sale of the refunding bonds.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

ORDER
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS
SERIES 2016

Adopted: December 17, 2015

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AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2016; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

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

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

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

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

WHEREAS, Chapter 1207 also authorizes the District to issue the Bonds to currently refund and exchange such Bonds for all or a portion of the Refunded Bonds as provided herein and in the Pricing Certificate(s) for such Bonds; and

WHEREAS, the issuance of such Bonds, if any, and the exchange of all or a portion of the Refunded Bonds therefor as authorized herein and in the Pricing Certificate(s) is intended to provide the District with certain present value savings in debt service on the Refunded Bonds; and

WHEREAS, the Board of Trustees hereby finds and determines that the issuance of Bonds for the purpose of currently refunding and exchanging the Refunded Bonds in order to achieve a debt service savings with respect to the Refunded Bonds is in the best interest of the District and is in the public interest, and the use of the proceeds in the manner specified herein constitutes a valid public purpose; and

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

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

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

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. 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 from time to time as context requires.

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

“Bond Counsel” means Bracewell & Giuliani LLP.

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

“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.

“Escrow Agent” means the escrow agent designated in the Pricing Certificate.

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

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

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

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

“Initial Bond” means the Initial Bond authorized by Section 3.02.

“Interest Payment Date” means 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 become 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 Agreement” means the purchase agreement or purchase agreements between either the District and the Underwriters or the District and the Purchaser pertaining to the sale of the Bonds.

“Purchaser” means a purchaser of the Bonds named in a Purchase Agreement in connection with a private placement. Except as otherwise provided in the Pricing Certificate, the term Underwriter as used in this Order shall be deemed to refer to the Purchaser.

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

“Refunded Bond Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Bonds in the Pricing Certificate.

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

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

“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 Agreement.

“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 Agreement.

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 related costs and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

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

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional facilities 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 Refunding Bonds, Series 2016" 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 one or more series or subseries in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207 and Chapter 1371, Texas Government Code. The Bonds shall be issued in an aggregate principal amount not to exceed \$151,290,000 for the purpose of refunding the Refunded Bonds 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 for each series, if any, shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond for each series, which shall be numbered 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 her duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bond, being a single 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 Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that interest on the Bonds 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 amount 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 select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

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

Section 4.04. 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 (or mandatory sinking fund payment with respect to Term Bonds) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption, and call such Bonds for redemption.

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

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in

an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. 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 State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, the Assignment forms and the Certificate of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the form 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) 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 CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association, 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 or any errors or omissions in the printing of such numbers shall be of no significance or effect in regard to 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 1207 and 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 selection of the specific maturities or series of Refunded Bonds to be refunded by each series or subseries of Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, 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 designation of any series or subseries of Bonds, the terms and conditions on which the Bonds shall be exchanged for all or a portion of the Refunded Bonds (if any), the applicability of Article XII this Order to a particular series of Bonds issued as a private placement, the selection of the verification agent, if any, the selection of the Underwriters or Purchasers, whether to sell the Bonds through a public offering or private placement, and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

- (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- (ii) if Bonds are exchanged for Refunded Bonds, the terms of the exchange shall result in the Bonds being issued in a principal amount not greater than 100% of the principal of the Refunded Bonds exchanged therefor;
- (iii) the aggregate principal amount of the Bonds authorized to be issued shall not exceed the total maximum par amount set forth in Section 3.01;
- (iv) the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 4.00% of the principal amount of the Refunded Bonds;
- (v) the sale of the Bonds shall produce a true interest cost to the District of not more than 4.50%, and which does not exceed the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;
- (vi) no Bond shall mature later than the latest maturity date of the Refunded Bond Candidates being refunded with the Bonds; and

(vii) the Pricing Certificate for the Bonds shall indicate the amount of refunding authority that remains available to the District under Section 3.01 following the issuance of the Bonds approved in the Pricing Certificate(s).

The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District one or more Purchase Agreements, providing for the sale of the Bonds to the Underwriters or Purchasers, 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 Agreement 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 Agreement 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 Agreement 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 Agreement.

(d) The District hereby authorizes the preparation of one or more Preliminary Official Statements, private placement memoranda or other similar document for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to deem the Preliminary Official Statement, private placement memoranda or other similar document (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of a final Official Statement private placement memoranda or other similar document reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement, private placement memoranda or other similar document 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 final Official Statement, private placement memoranda or other similar document.

(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.

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 and the Regulations promulgated thereunder. 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 provision of section 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder. In particular, the District covenants and agrees to comply with each requirement of this Section 8.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 8.03 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such

noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 8.03.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed or refinanced, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. 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 Refunded Bonds have not been used, and the proceeds of the Bonds will not be used, in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) 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 and the Regulations promulgated thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(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 and the Regulations promulgated thereunder. 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 Refunded Bonds have not been used in a manner that would cause the Refunded Bonds or the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

(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 and the Regulations. The District will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

(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 necessary steps to comply with the requirement that certain amounts earned

by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) 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 and the Regulations promulgated thereunder.

(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 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 regarding the use of Bond proceeds after the issue date of the Bonds unless an appropriate remedial action is permitted by Section 1.141-12 of the Regulations, the District takes such remedial action, and the District receives a Counsel’s Opinion that such remedial action cures any failure to meet the requirements of Section 141 of the Code.

(k) 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 for federal income tax purposes of interest on the Bonds.

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

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

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

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

Section 10.03. Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposit to the Escrow Fund or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. 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 XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. 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 2016, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

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

Section 12.02. Event Notices.

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

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

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

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information in accordance with Section 12.01 above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. 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 authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. 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 13.02. 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 13.03. 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 13.04. 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 13.05. 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 December 17, 2015.

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

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

Unlimited Tax Schoolhouse Bonds, Series 2007

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2008

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2012A

Unlimited Tax Refunding Bonds, Series 2012B

Unlimited Tax Refunding Bonds Series 2013

Unlimited Tax Refunding Bonds Series 2013A

Variable Rate Unlimited Tax Schoolhouse Bonds Series 2014A

Unlimited Tax Schoolhouse Bonds Series 2014B

Unlimited Tax Schoolhouse and Refunding Bonds Series 2015

EXHIBIT A
FORM OF BOND

(a) Form of Current Interest Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2016

INTEREST RATE: _____ MATURITY DATE: _____¹ 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 _____¹ 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 _____² and _____³ of each year, commencing _____⁴.

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 _____⁵, _____⁶, 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

¹ Insert from Pricing Certificate
² Insert from Pricing Certificate.
³ Insert from Pricing Certificate.
⁴ Insert from Pricing Certificate.
⁵ Insert from Pricing Certificate.
⁶ Insert from Pricing Certificate.

Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the ⁷ 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 ⁸, issued in the aggregate principal amount of \$⁹ (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 refunding certain outstanding unlimited tax obligations of the District; 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 ¹⁰, in whole or in part before their respective scheduled maturity dates, on ¹¹, or on any date

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

¹⁰ Insert from Pricing Certificate.

¹¹ Insert from Pricing Certificate.

thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____¹² (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:

\$ ¹³ Term Bonds Maturing ¹⁴	
<u>Redemption Date</u> _{¹⁵}	<u>Principal Amount</u> \$ _{¹⁶}
_____	\$ _____

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.]¹⁷

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

¹² Insert from Pricing Certificate.
¹³ Insert from Pricing Certificate.
¹⁴ Insert from Pricing Certificate.
¹⁵ Insert from Pricing Certificate.
¹⁶ Insert from Pricing Certificate.
¹⁷ Delete if Term Bonds are not issued.

any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

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

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

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

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

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

Secretary, Board of Trustees
Lamar Consolidated Independent School

President, Board of Trustees
Lamar Consolidated Independent School

District

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.

18

_____,
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:


¹⁸ 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 Refunding Bonds, Series 2016, dated _____¹⁹, in the principal amount of \$ _____²⁰ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Michael L. Williams
Commissioner of Education

(e) Initial 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 _____²¹ 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>
-------------	-------------------------	----------------------

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

¹⁹ Insert from Pricing Certificate.

²⁰ Insert from Pricing Certificate.

²¹ 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 December, 2015, 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:

Kathryn Kaminski	President
Kay Danziger	Vice President
Anna Gonzales	Secretary
Dr. Tyson Harrell	Trustee
Melisa Roberts	Trustee
James Steenbergen	Trustee
Frank Torres	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 REFUNDING BONDS, SERIES 2016; 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 17th day of December, 2015.

Secretary, Board of Trustees
Lamar Consolidated Independent School District

[SEAL]

**CONSIDER APPROVAL OF BEHAVIOR/AUTISM PROGRAM
SOFTWARE SUPPORT**

RECOMMENDATION:

That the Board of Trustees approve Rethink Autism Inc. for behavior and autism program software support for the District at a cost of \$52,500.

IMPACT/RATIONALE:

RFP #09-2016LN requested a program model for supporting students with behavior and autism spectrum disorders in classroom settings.

PROGRAM DESCRIPTION:

This integrated online solution, developed by recognized professionals in the fields of behavior and autism, will support the Special Education Department and ensure that the District is compliant with purchasing regulations according to TEC 44.031.

Businesses were solicited from the State of Texas Centralized Master Bidders List (CMBL), online sourcing, and department recommendations. While there were three vendors that expressed interest, only one vendor responded with a submission to the RFP. It is the recommendation to award to the sole respondent. This bid will be awarded for one year with an option for two additional one-year periods. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual term. This agreement will commence on January 1, 2016.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Leach, RTSBA, Purchasing & Materials Manager
Tiffany Mathis, Director of Special Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS, EQUIPMENT,
SUPPLIES, AND RELATED ITEMS**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for instructional materials, equipment, supplies, and related items for the District.

IMPACT/RATIONALE:

Purchases shall be made for various instructional items by each campus or department. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP 01-2016LN requested that vendors supply discounted catalog percentages, shipping costs, web catalog addresses, and ordering specifics to LCISD for the following categories:

- Adaptive Educational Supplies
- Art Equipment and Supplies
- Audio Visual Supplies and Equipment
- Awards and Incentives (Instructional Use Only)
- Books/Paperbacks
- Career & College Readiness Related Materials
- Classroom Specialty Items
- Classroom Equipment/Supply
- Instructional Videos and CDs
- Journalism/Photographic Supplies
- Vocational Equipment/Supplies
- Laminating/Duplicating Supply
- Library & Media Supply
- Maps & Globes
- Math Supplies and Equipment
- Elementary Musical Instruments/Supplies
- Elementary Physical Education/Supplies
- Science Equipment and Supplies
- Special Education Equipment
- Testing and Assessment Materials
- Theatrical Supply
- Instructional Related, non-specific category

Vendors will be utilized for the diverse instructional needs across the district. This bid will be awarded for a one-year term, with 4 automatic renewal one-year options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual term. This agreement will commence on January 1, 2016.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:


Dr. Thomas Randle
Superintendent

RFP 01-2016LN
INSTRUCTIONAL MATERIALS, EQUIPMENT, SUPPLIES AND RELATED ITEMS

1. 911 Trainer (Professional Pride Inc.)
2. ABC-CLIO
3. Abdo Publishing Co
4. Abecedarian
5. Ablenet
6. Abrams Learning Trends
7. Academic & Professional Group (Cengage)
8. Academy Sports + Outdoors
9. Accelerate Learning
10. ACCO Brands (GBC)
11. Accucut
12. ACE Educational Supplies
13. Achieve 3000
14. Advanced Graphics
15. Adventures in Learning (Sanco, Inc)
16. AIMS Center, The
17. AKJ Education (AKJ Wholesale)
18. Algebra Readiness Educators
19. Al's Formal Wear
20. All in Learning (Todd Watne)
21. Aluminum Athletic Equipment
22. AMC Music, LLC
23. American Ceramic Supply
24. American Reading Company
25. Amplify Education, Inc.
26. Animal Care Technologies (ACT, RSVP)
27. Apex Learning Inc.
28. Applied Practice, LTD
29. Arbor Scientific
30. Asel Art Supply
31. ASW Enterprises
32. At Ease Inc.
33. Attainment Co.
34. Audio Visual Aids Corp.
35. Augmentative Communication (ACCI)
36. Austin Ribbon and Computer (ARC)
37. Aves Audio Visual Systems
38. B.E. Publishing
39. Ballard & Tighe (Educational Ideas)
40. Bar Charts Inc.
41. Barnes & Noble Booksellers, Inc.
42. Bearport Publishing
43. Benchmark Ed (Waymire Group)
44. Benik Corporation
45. Best Buy Corporate
46. Big Brainz
47. Bilingual Dictionaries

48. BiLinguistics, Inc
49. Bio Corporation
50. Blick Art
51. Blueberry Hill Books
52. Blue Moose Apparel (FanCloth)
53. BMI Educational Services
54. Booksource (GL Group)
55. Bound to Stay Bound Books
56. Bridges Transitions (XAP)
57. Broad Reach Books (The Creative Co.)
58. Brodart
59. Brooks Duplicator Co.
60. Brookshire Steel
61. BSN Sports
62. Burlington English
63. Calloway House
64. Capstone Press (Coughlan) (Compass Books, Heinemann Raintree, Maupin, Picture Window, Stone Arch Books, Pebble Go)
65. Capstone Classroom (Coughlan Co.)
66. Careersafe Online
67. Carlex Inc.
68. Carneige Learning, Inc.
69. Carolina Biological
70. CASCIO
71. Cavendish Square Publishing
72. CDW Government LLC (CDWG)
73. Cengage Learning (Nat Geo)(Waymire Group)
74. Cengage Learning (Gale)(Waymire Group)
75. Center for Civic Education
76. Central Ace Hardware (Rosenberg)
77. Central Texas College Online HS
78. Ceramic Store of Houston
79. Cerebellum Corp.
80. CEV Multimedia, LTD
81. Chaconia Creations (XLBRIS)(Wattley)
82. Chaney Electronics, Inc.
83. Chief Architect, Inc.
84. Children's Plus, Inc.
85. CJT Enterprises, Inc.
86. Classroom Library Co.
87. Classroom Products LLC
88. College Board
89. Collins Music Center
90. CompassLearning, Inc.
91. Complete Book & Media Supply, LLC
92. Contract Paper Group, Inc.
93. Coole School, Inc.
94. Creative Mathematics
95. Curriculum Associates, LLC
96. Curriculum Center for Family and Consumer Sciences (Texas Tech)
97. Custom Imprint America
98. D & H Distributing Co.

99. Dancing Drum, LLC
100. Davidson Tiles, Inc.
101. Different Roads to Learning
102. Dina-Might Adventures
103. Discount School Supply (Early Childhood LLC) (Excelligence Learning)
104. DLB Books, Inc.
105. Don Johnston, Inc.
106. Dramatic Publishing Co.
107. DreamBox Learning, Inc.
108. DrumFIT USA Corp.
109. DynaStudy, Inc. (DynaNotes)
110. Eagle Mountain Flags & Flagpoles
111. EAI (Eric Armin)
112. ECS Learning Systems, Inc.
113. Edgenuity, Inc.
114. Edgewood Press
115. Education Associates, Inc. (Waymire)(Project Discovery)
116. Education Plus (Jarrett)
117. Educational Development Corp.
118. Educational Enterprises Recording Co.
119. Educational Innovations, Inc.
120. Educational Insights (Learning Resources)
121. Educational Technology Learning (Fuel Education)
122. Educator's Depot, Inc.
123. Educator's Outlet
124. Eduphoria! Inc.
125. Edusmart (Learn-Ed, LLC)(Watne)
126. Eduthings, LLC
127. Edvotek, Inc.
128. El Saber Enterprises
129. Ellevation, LLC
130. Ellison Education
131. Empowering Writers
132. Encompass Event Planners (Billingsley Ed)
133. Enslow Publishing
134. EPI (Educational Products, Inc)
135. Eschenbach Optik of America
136. Escue & Associates (Lektro, Inc.)
137. ETA hand2mind
138. Evan-Moor Educational Publishers
139. Excel Math (AnsMar)
140. ExploreLearning, LLC (Cambium)(Gizmos)(Reflex)
141. Express Booksellers
142. Fastenation, Inc.
143. Fisher Science Ed
144. Fitness Finders, Inc.
145. Flaghouse, Inc.
146. Flinn Scientific, Inc.
147. Flocabulary, LLC
148. Focused Fitness, LLC
149. Follett School Solutions, Inc.

150. Forde-Ferrier, LLC
151. Frog Street Press, Inc.
152. Frey Scientific
153. Gareth Stevens Publishing LLLP
154. Gateway Printing & Office Supplies, Inc.
155. GF Educators, Inc.
156. Gopher Sports
157. Gourmet Learning (Gourmet Curriculum)
158. Great Ideas for Teaching
159. Gulf Coast Athletic
160. Gumdrop Books (Central Programs Inc)
161. H&H Music (Brooks Mays)(Universal Melody)
162. Hal Leonard Corp
163. Hampden Engineering
164. Hands on Tasks
165. Handwriting without Tears (No Tears Learning, Inc.)(Get Set for School)
166. Harcourt Outlines, Inc.
167. hatch
168. Hawthorne Educational Services Inc.
169. Health Edco (WRS Group, LTD)
170. HEB @Greatwood
171. Heinemann (Greenwood Publishing) (Waymire Group)
172. Houghton Mifflin Harcourt (Riverside)
173. Humanware
174. Imagine Easy Solutions
175. Imprint Resources
176. Infobase Learning
177. Intergral Mathematics
178. Instructure, Inc. (Canvas by Instructure)
179. iStation
180. Iversen Publishing
181. J.Appleseed Publishers (Creative Co)
182. JADE Distributing
183. Jair Klarfeld Music
184. Jarrett Publishing
185. Jack Nadel International
186. Jones School Supply
187. journeyEd.com
188. Junior Library Guild
189. JW Pepper
190. Kaden Books
191. Kagan Publishing
192. KAMICO Instructional Media, Inc.
193. Kaplan Early Learning Company
194. Katy Budget Books, LLC
195. KEM Ventures (Big Grips)
196. Kent Adhesive Products Co (KAPCO)
197. Keystone Books & Media
198. Knowbuddy Resources (Creative Co) (Saunders)
199. Knowledge Matters, Inc.
200. Komputer + Perphrials, Inc.

201. KP Mathematics
202. Kroger
203. Lab Resources, Inc.
204. Lakeshore Learning
205. LD Products
206. lead4ward, LLC
207. Learning A-Z, LLC (Cambium)
208. Learning Links-USA
209. Lectorum Publications
210. Lee & Low Books (Bebop Books)
211. Lee's School Supplies
212. LEGO Education
213. Lexia Learning Systems, LLC
214. LibrarySkills, Inc.
215. Library Store, Inc., The
216. Lone Star Learning
217. Lookout Books (The Creative Co.)
218. Loose in the Lab
219. Macie Publishing Co.
220. Mackin Ed Resources
221. Magazine Subscriptions (PTP)
222. Marco Products
223. Marcy Cook Math
224. Markerboard People
225. Mary Ruth Books, Inc.
226. Master Teacher, The
227. Mastery Education (Peoples Education)
228. Math GPS, LLC
229. Math Teachers Press, Inc.
230. MathWarm-Ups.com (Baker & Petsche)
231. Maxi Aids, Inc.
232. McGraw-Hill School Ed, LLC
233. Mentoring Minds, LP
234. MFAC, LLC (M-F Athletic)
235. Midwest Technology
236. Mind Research Institute
237. Mountain Math/Language LLC
238. MSC Industrial
239. Multi-Health Systems
240. Music in Motion
241. Music is Elementary (Motters)
242. n2y
243. NASCO
244. National Archery in Schools Program
245. National Educational Systems, Inc.
246. National School Products (Nowell)
247. New Readers Press (ProLiteracy Worldwide)
248. Newmark Learning, LLC (Benchmark Ed)
249. Norcostco, Inc. /Texas Costume
250. Norwood House Press
251. Novel Units, Inc. (ECS Learning)

252. Nystrom Education (Herff-Jones) (Social Studies School Service)
253. Office Depot
254. Okapi Educational Publishing, Inc.
255. O'Reilly Auto Parts
256. Oriental Trading Company
257. ORIGO Education
258. Oxford University Press
259. Pacific Learning-EPS-Sandlin
260. Pacific Northwest, Inc.
261. Palos Sports
262. PALS Marketplace / CaseNEX, LLC
263. PassAssured, LLC
264. Patterson Medical Supply, Inc.
265. Paxton/Patterson, LLC
266. PC Innovations, Inc.
267. Pearson (NCS) (Assessments)
268. Pearson Ed (School Division) (Scott Foresman, Prentice Hall, Pearson Digital, Longman)
269. Pender's Music Co
270. Penworthy Co.
271. Perfection Learning Corp.
272. Performing Arts Supply Co., Inc.
273. Peripole, Inc.
274. Perma-Bound Books
275. Peterson's NelNet, LLC
276. Pieces of Learning
277. Pioneer Drama Service
278. Pioneer Valley Books
279. PITSCO Education
280. Plank Road Publishing
281. Positive Promotions, Inc.
282. Premier Agendas, LLC
283. Prestwick House, Inc.
284. Primary Concepts
285. Princeton Review, The (tutor.com)
286. ProComputing Corp.
287. Pro-Ed / Lingui Systems
288. Progress Publications
289. Prufrock Press, Inc.
290. Psychological Assesment (PAR,Inc.)
291. QEP Professional Books
292. Rainbow Book Co
293. Rally! Education
294. Rao Promotional Products
295. Reading Reading Books, LLC (RR Books)
296. Realityworks, Inc.
297. Really Good Stuff
298. Really Great Reading Co. LLC
299. Reasoning Mind, Inc.
300. Recorded Books Inc.
301. Remedia Publications, Inc.
302. Renaissance Learning, Inc.

303. Reynolds Manufacturing Corp.
304. Rick Trow Productions, Inc.
305. Romeo Music
306. Rosen Publishing Group, Inc., The
307. Rosenberg Tractor
308. Rydin Decal (Dri-Stick Decal)
309. S&S Worldwide, Inc.
310. S&T Enterprises
311. Saddleback Education Publishing
312. Sadlier Inc
313. Sally Beauty Supply, LLC
314. Samuel French
315. Santillana USA Publishing Co., Inc.
316. Sargent Welch/Ward's Science (VWR International, LLC)
317. Scantron Corporation
318. Scholastic Library Publishing
319. Scholastic, Inc.
320. School Datebooks
321. School Health Corp
322. School Mate
323. School Specialty
324. School Outfitters
325. Schoolwide, Inc.
326. Scientific Minds, LLC
327. Seat Sack, Inc.
328. SEBCO Books
329. Seidlitz Education
330. Sign Media Inc.
331. Sign Solutions, Inc.
332. Smarketing Business Systems, Inc.
333. Smart Apple Media
334. Smart School Systems
335. Snap! Learning LLC
336. Social Studies School Service
337. Southern Floral Company
338. Southern Science Supply
339. Southwest Book
340. Southwest Education, Inc.
341. Spirit Monkey
342. Sports Imports, Inc.
343. Stage Accents
344. Starfall Education
345. Steel Supply
346. Steps to Literacy
347. Stevens Learning Systems, Inc.
348. Studies Weekly, Inc.
349. Sullivan Supply South
350. Summit K12 Holding (Millmark)
351. Summit Products
352. Sunburst Digital
353. Suntex International Inc.

354. Super Duper Publications
355. Superior Text
356. Supporting Science, Inc.
357. Suzuki Music USA
358. Teacher Gaming, LLC
359. Teacher Created Materials
360. Teacher Created Resources (Blue Star Education)
361. Teacher Heaven, Inc.
362. Teacher's Discovery (American Eagle Co)
363. Teaching Systems, Inc.
364. TechLand Houston (Bright Star Prod)
365. Techno Chaos
366. TEKsing toward TAKS, Inc (STAAR)
367. Terra Flora
368. testchamps
369. Texas Art Supply
370. Texas Pottery Supply & Clay (ML Group)
371. Texas Pride Marketing
372. Texas Swim Shop
373. Textbook Warehouse
374. TFH (USA) LTD (Special Needs Toys)
375. Theatrical Rights Worldwide (TRW)
376. Themes & Variations
377. Therapro, Inc.
378. Tipton Global Sales & Services, Inc.
379. Tobii Dynavox, LLC
380. Toledo PE Supply
381. TouchMath (Innovative Learning Concept)
382. Townsend Press
383. Trendy Teacherz Supply Boutique
384. Triumph Learning
385. Troxell Communications
386. Tumbleweed Press Inc.
387. Turning a New Page Ed Consultants, LLC
388. Turning Technologies (eInstruction)
389. US Games (BSN Sports)
390. US School Supply
391. Valiant National A/V Supply
392. Vernier Software & Technology, LLC
393. Vista Higher Learning
394. Visual Learning Systems
395. Vivo Technology (Cknapp Sales)
396. Voyager Sopris (Cambium)
397. Washington Music
398. Wayside Publishing
399. Weston Woods Studios Inc.
400. Wieser Ed
401. Winterguard Tarps
402. Wong Publications, Inc.
403. Wood Etc.
404. Woodburn Press

- 405. Woodwind & Brasswind
- 406. World Book, Inc.
- 407. Writing Academy, The (TWA)
- 408. WT Cox Subscriptions
- 409. Zaner-Bloser
- 410. Zoo-phonics

**CONSIDER APPROVAL OF DIGITAL KNOWLEDGE CENTRAL INTERLOCAL
AGREEMENT FOR DIGITAL RESOURCES**

RECOMMENDATION:

That the Board of Trustees consider approval of a Region 20 interlocal agreement for 2015-2016 digital resources through their Digital Knowledge Central program.

IMPACT/RATIONALE:

This agreement provides for digital resources to include programs like BrainPop, Britannica Online, World Book Online, and many other digital based resources that can be used across the District in classrooms and libraries. This interlocal agreement will allow the District to be procurement compliant when purchasing these resources. All products are on an as-needed basis with prior approval of quotes and budget allowances.

PROGRAM DESCRIPTION:

This agreement shall be effective as of December 18, 2015 and shall remain in effect until August 31, 2016.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Leach, RTSBA Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent



2015-2016 Digital Knowledge Central (DKC) Interlocal Agreement

District Name: Lamar Consolidated ISD County/District Number: 079901

DKC is an ESC-20 initiative that provides Texas public and non-public schools with a comprehensive collection of current, relevant digital resources to enhance K-12 instruction and digital literacy. **For DKC offerings and pricing information, please see attached form or visit learn421.net/dkc**

Education Service Center, Region 20 (Center) and the above named school district or open enrollment charter school (District) enter into the following cooperative service arrangement for the 2015-2016 school year, September 1, 2015 through August 31, 2016:

The Center will:

- Handle bidding procedures for digital resources every 3 years
- Abide by all bid laws
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to award proposals
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Negotiate statewide pricing
- Revise specifications each year
- Review contract renewals on an annual basis
- Provide help desk and technical assistance to coop members
- Provide an online commitment system for ordering
- Invoice District

The District will:

- Submit DKC order via the ESC-20 online commitment system
- Designate a district employee to serve as a liaison with DKC staff at ESC-20 and to promote the use of DKC resources
- Ensure timely payment to ESC-20

Superintendent or Designee
Signature:

Dr. Thomas Randle, Superintendent

ESC-20 Contact Person:

District Contact Person:

Michele Leach

Susanna Clavello Garza
susanna.garza@esc20.net
210.370.5634

Email Address:

mleach@lcisd.org

Phone:

832-223-0165

Please return by December 18, 2015 or at your earliest convenience to:

DKC Help Desk
1314 Hines Avenue
San Antonio, TX 78208-1899



Maintain a copy for your file.

**CONSIDER APPROVAL OF RENEWAL OF
CHARTER BUS SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the renewal (for Year 3) of Bid #34-2013 to Sam's Limousine and Transportation, Inc., Sierra Stage Coaches, Inc., A Ambassador Limousine & Transportation, and AFC Transportation.

IMPACT/RATIONALE:

RFP #34-2013 requested prices to establish an annual contract for charter bus transportation services for field trips, band, orchestra, athletics, and other district approved UIL activities throughout Fort Bend County and additional locations, as requested. The procurement of these services is requested by individual campuses or district groups.

PROGRAM DESCRIPTION:

The original contract commenced in 2013 as an annual contract with the option of renewal for two additional one-year periods if both parties agree and the terms and conditions remain the same, with the exception of any documented increases in fuel costs delineated by the contractor and accepted by the District prior to renewal. No pricing or service changes have been requested by any of the vendors, and all vendors have agreed to continue service, so contract terms will remain the same under this renewal.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Leach, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
RFP 34-2013 Renewal
Charter Bus Services
December 18, 2015

Item	Description	A Ambassador Limousine & Transportation	AFC Transportation	Sam's Limousine and Transportation, Inc.	Sierra Stage Coaches, Inc. dba Sierra Trailways of Texas
	47 Passenger Bus				
1	First four hours	420.00	575.00	399.00	495.00
2	Each additional hour	105.00	105.00	95.00	90.00
3	Cancellation within 2 hours of pickup	420.00	575.00	Up to 20% of total trip cost	495.00
4	Cancellation within 4 hours of pickup	0.00	350.00	0.00	350.00
5	Additional cost/mile	0.00	3.75	3.50	3.80
6	Extra-ordinary cost for overnight	Lodging for driver	125.00	Lodging for driver	Lodging for driver
7	Extra-ordinary costs for relief driver	65.00 / hour	125.00	200.00	300.00-600.00
	55 Passenger Bus				
8	First four hours	480.00	575.00	399.00	540.00
9	Each additional hour	120.00	105.00	95.00	95.00
10	Cancellation within 2 hours of pickup	480.00	575.00	Up to 20% of total trip cost	540.00
11	Cancellation within 4 hours of pickup	0.00	350.00	0.00	350.00
12	Additional cost/mile	0.00	3.75	3.50	3.95
13	Extra-ordinary cost for overnight	Lodging for driver	125.00	Lodging for driver	Lodging for driver
14	Extra-ordinary costs for relief driver	65.00 / hour	125.00	200.00	300.00-600.00
15	Method of communication between dispatch and driver	Two-way radio and/or cell phone	Verizon mobile to mobile radio and AFC Ground Pad (a mobile app)	Two-way radio and/or cell phone, manager on call 24/7	Cell phones
16	Procedure for supplying substitute drivers	Scheduler will dispatch a rested relief driver	Standby drivers are available at all times	Standby drivers employed while long trips are scheduled	Driver will be replaced by Sierra driver or a Trailways Company partner driver, whichever is most expedient
17	Method of supplying alternate transportation due to breakdown or accident	Company will provide alternate coach	Company will dispatch alternate coach, as well as AFC mobile mechanic	24/7 truck/tire emergency service, in-house mechanics, nationwide affiliates, large fleet for substitution of vehicles if necessary	Repair or replace bus within 3 hours, whichever is most expedient
18	Procedure for drivers to notify company of problems which may affect the safe transportation of students	Driver contacts dispatch for resolution	Company will dispatch alternate coach, as well as AFC mobile mechanic	Manager on duty 24/7 for resolution, standby drivers, substitution vehicles and mechanics for dispatch	Driver contacts key management employee for resolution

Bid Summary
RFP 34-2013 Renewal
Charter Bus Services
December 18, 2015

Item	Description	A Ambassador Limousine & Transportation	AFC Transportation	Sam's Limousine and Transportation, Inc.	Sierra Stage Coaches, Inc. dba Sierra Trailways of Texas
19	Average length of service for current full-time drivers	3-10 years	7 years	7 months - 15 years	7 years
20	Average length of service for part-time drivers	2-5 years	2 years	7 months - 9 years	5 years
21	Are criminal, civil arrest/charge and driving records checked?	Yes	Yes	Yes	Yes
22	Is random drug testing performed in accordance with USDOT?	Yes	Yes	Yes	Yes
23	Are drivers required to wear uniforms, name tags and company id?	Yes	Yes	Yes	Yes
24	How often is a defensive driving course required to be successfully completed by the drivers?	Yearly	Every 3 years	Yearly	Every 3 years
25	How often is a driver evaluated behind the wheel?	Yearly and after any incident	Random throughout the year	Random up to 3 times per year	At time of hire, and random as needed on case by case basis
26	Are the drivers trained and certified in CPR and First Aid?	No	Yes	Some	No
27	What is the standard size of your passenger bus?	27, 31, 35, 42, 44 and 56 passenger, including 23 passenger ADA busses	14, 23, 28, 34, 40, 56 and 57 passenger busses	15 to 56 passenger busses	54-57 passenger coaches
28	Where is your bus yard located in the local area?	Houston, TX	North Houston, TX	Houston, TX	South Houston, TX
29	What is your estimated distance and travel time to LCISD?	24.7 miles / 29 minutes	48.8 miles / 51 minutes	20 miles / 25 minutes	40 miles / 1 hour
30	What is the size of your current fleet?	70	200	47	20
31	Do you have additional units available to you? Approx number	Yes, 5 units	Yes, 50 units	Yes, 29 units	Yes, 6-10 units
32	What type of regular PM do you maintain?	Pre-trip and post-trip, oil change at 5K miles, tire rotation at 7K miles, belts/hoses replaced before	Manufacturer recommended maintenance program	Pre-trip and post-trip inspections, in-house maintenance as required by State and DOT	In-house maintenance staff with inspections at 5K, 10K and 15K on all busses
33	Do you have your own maintenance staff or contracted services?	Yes, repairs are handled by third party dealers and certified mechanics	Both available, overflow is handled by third party when needed	Own staff, certified mechanics and technicians	Own staff, 3 mechanics and 2 maintenance workers
34	Are you an active member of UMA?	No	No	No	No
35	Did you include an MCMISC Safety Profile?	No	Yes	No	Yes

Bid Summary
RFP 34-2013 Renewal
Charter Bus Services
December 18, 2015

Item	Description	A Ambassador Limousine & Transportation	AFC Transportation	Sam's Limousine and Transportation, Inc.	Sierra Stage Coaches, Inc. dba Sierra Trailways of Texas
36	Can you assign an account executive?	Yes	Yes	Yes	Yes
37	Did you provide the equipment list requested?	Yes	Yes	Yes	Yes
38	Do you comply with all DOT regulations?	Yes	Yes	Yes	Yes
39	How do you handle one day trip that exceed the 15-hour time limit for drivers?	Assign two, alternating drivers	Prescheduled meeting point is determined where a driver will relieve before 10 hours	Send relay driver on all trips exceeding 10 hours drive time or 15 hours on duty	Relief driver used at start and end of trip. When possible, drivers drop group and rest at hotel for 8 hours. Cost of room added to charter cost.
40	How do you handle driver relief for extended over-the-road trips?	Drivers not permitted to operate vehicle more than 10 hours, require 8 hours uninterrupted rest	Relief drivers provided every 10 hours at prescheduled meeting points	Relay drivers sent in advance to ensure drivers receive proper rest	Primary driver meets bus at predetermined location to exchange with "push-out" driver and completes the trip. Reverse procedures used upon return. Driver change costs added to charter cost.
41	What percent of your equipment has VHS/DVD?	100% DVD	100% DVD	100% DVD	100% DVD and 100% VCR
42	Do you have a fuel surcharge?	No	Yes	No	No

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$2,500.

PROGRAM DESCRIPTION:

Dorthy Fogle donated \$5,000 to the robotics team at Foster High School.

Fogle Manufacturing donated \$5,000 to the robotics team at Foster High School.

Frost PTO donated \$10,813.02 to purchase leveled readers for Guided Reading Library at Frost Elementary School.

Hubenak PTA donated \$42,600 to purchase a baseball bench as a memorial to a deceased teacher, technology items, and basketball court at Hubenak Elementary School

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT RANKING
FOR THE SUPPORT SERVICES FACILITY**

RECOMMENDATION:

That the Board of Trustees approve the ranking of architects and authorize the Superintendent to begin contract negotiations for architect services for the Support Services Facility.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the new Support Services Facility. A Request for Qualifications for architects for the Support Services Facility was issued in October of 2015.

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.

Qualification packages were received on October 30, 2015. Each firm was evaluated during the week of November 16, 2015, and a short list of four firms were invited to interview on December 1, 2015. The interview resulted in the ranking of the four firms as follows:

1. PBK
2. VLK
3. Huckabee
4. SBWV

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firm. Should negotiations fail, the firm will be notified in writing and negotiations may begin with the next firm in rank.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT RANKING
FOR THREE HIGH SCHOOL PRACTICE POOLS**

RECOMMENDATION:

That the Board of Trustees approve the ranking of architects and authorize the Superintendent to begin contract negotiations for architect services for the practice pool facilities at Fulshear High School, Foster High School, and George Ranch High School.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the practice pool facilities at Fulshear High School, Foster High School, and George Ranch High School. A Request for Qualifications for architect selection for these practice pool facilities was issued in October of 2015.

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.

Qualification packages were received on October 30, 2015. Each firm was evaluated during the week of November 16, 2015, and a short list of four firms were invited to interview with the Board Facilities Committee on December 2, 2015. The interview resulted in the ranking of the four firms as follows:

1. PBK
2. Kirksey
3. Stantec
4. Huckabee

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firm. Should negotiations fail, the firm will be notified in writing and negotiations may begin with the next firm in rank.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT RANKING FOR THE
TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the ranking of architects and authorize the Superintendent to begin contract negotiations for architect services for the Terry High School Baseball Complex renovations.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the Terry High School Baseball Complex renovations. A Request for Qualifications for architect selection for the Terry High School Baseball Complex renovations was issued in October of 2015.

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.

Qualification packages were received on October 30, 2015. Each firm was evaluated during the week of November 16, 2015, and resulted in the ranking of the top four firms as follows:

1. PBK
2. VLK
3. Corgan
4. Joiner

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firm. Should negotiations fail, the firm will be notified in writing and negotiations may begin with the next firm in rank.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT RANKING
FOR THE SATELLITE AGRICULTURE BARN #3**

RECOMMENDATION:

That the Board of Trustees approve the ranking of architects and authorize the Superintendent to begin contract negotiations for architect services for the Satellite Agriculture Barn #3.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the new Satellite Agriculture Barn #3. A Request for Qualifications for architect selection for the Satellite Agriculture Barn #3 was issued in October of 2015.

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.

Qualification packages were received on October 30, 2015. Each firm was evaluated during the week of November 16, 2015, and resulted in the ranking of the top four firms as follows:

1. VLK
2. PBK
3. Stantec
4. Joiner

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firm. Should negotiations fail, the firm will be notified in writing and negotiations may begin with the next firm in rank.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT RANKING FOR THE LAMAR
CONSOLIDATED AND TERRY HIGH SCHOOL BAND HALL EXPANSION**

RECOMMENDATION:

That the Board of Trustees approve the ranking of architects and authorize the Superintendent to begin contract negotiations for architect services for the band hall expansion at Lamar Consolidated High School and Terry High School.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the new band hall expansion at Lamar Consolidated High School and Terry High School. A Request for Qualifications for architect selection for the band hall expansion at Lamar Consolidated High School and Terry High School was issued in October of 2015.

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.

Qualification packages were received on October 30, 2015. Each firm was evaluated during the week of November 16, 2015, and resulted in the ranking of the top four firms as follows:

1. VLK
2. PBK
3. SBWV
4. Corgan

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firm. Should negotiations fail, the firm will be notified in writing and negotiations may begin with the next firm in rank.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF NEW SIDEWALK PROJECT
AT POLLY RYON MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Facilities Sources for the installation of a new sidewalk from Polly Ryon Middle School to Antoinette Reading Junior High in the amount of \$44,400.

IMPACT/RATIONAL:

Facilities Sources has provided BuyBoard pricing for the new sidewalk from Polly Ryon Middle School to Reading Junior High. Lamar CISD is a member of the BuyBoard Cooperative and can take advantage of this procurement process. Funding for this project is from the 2011 Bond Available funds.

PROGRAM DESCRIPTION:

Upon approval Facilities Sources will begin the process to construct the new sidewalk.

Submitted By: Kevin McKeever, Administrator for Operations
Aaron Morgan, Director of Maintenance & Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF NEW BUS PURCHASE

RECOMMENDATION:

That the Board of Trustees approve Thomas Bus Sales for the purchase of 42 new 77-passenger buses and 12 new 39-passenger lift buses in the amount of \$ 4,954,070.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the purchase of new buses. Thomas Bus Sales has provided BuyBoard pricing for the 42 new air conditioned 77-passenger buses and the 12 new air conditioned 39-passenger lift buses. Lamar CISD is a member of the BuyBoard Cooperative and can take advantage of this procurement process.

PROGRAM DESCRIPTION:

Upon approval Thomas Bus Sales will begin the procurement process to order the new buses.

Submitted By: Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PURCHASE AGREEMENT WITH NEVCO, INC.
FOR THE BASEBALL SCOREBOARD AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Nevco, Inc. for the installation of the baseball scoreboard at Foster High School in the amount of \$27,450.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the baseball scoreboard at Foster High School. Nevco, Inc. has provided BuyBoard pricing for the 8 foot high by 28 foot long baseball scoreboard. Lamar CISD is a member of the BuyBoard Cooperative and can take advantage of this procurement process.

PROGRAM DESCRIPTION:

Upon approval Nevco, Inc. will begin the procurement and installation of the baseball scoreboard at Foster High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CENTERPOINT BLANKET EASEMENT
FOR THE NEW ELEMENTARY #24**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy blanket easement for the installation of overhead and underground service for the new Elementary #24.

IMPACT/RATIONAL:

The blanket easement to CenterPoint Energy is for the overhead and underground service for the new Elementary #24. The electrical service will enter the site from the south property line, and then go behind the school before going underground to a pad mounted transformer located in the service yard.

This blanket easement covers the entire site. Following installation, a specific easement for the actual utility locations will replace this blanket easement.

PROGRAM DESCRIPTION:

Upon approval, CenterPoint Energy will begin design of the permanent electrical service to the new Elementary #24.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**SHORT FORM BLANKET EASEMENT
3-PHASE OVERHEAD AND UNDERGROUND**

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, 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 Houston Electric, LLC, 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, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 14.90-acre tract of land situated in the John Foster Survey, Abstract 26, Fort Bend County, Texas, being the same property described in a deed from Poarch/Swinbank LLC to Lamar Consolidated Independent School District, dated April 28, 2015 and filed for record under County Clerk's

File 2015044898 in the Official Public Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

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 and assigns, Grantor, its successors and 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 the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet

above the ground and extending upward, hereinafter collectively referred to as “Grantee’s Exclusive Easement Area”, and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee’s Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee’s Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee’s Exclusive Easement Area at Grantor’s sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor’s expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee’s pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee’s Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor

furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

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, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, 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 district. **Given under my hand and seal of office** this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF }

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 14.90-acre tract of land situated in the John Foster Survey, Abstract 26, Fort Bend County, Texas, being the same property described in a deed from Poarch/Swinbank LLC to Lamar Consolidated Independent School District, dated April 28, 2015 and filed for record under County Clerk’s File 2015044898 in the Official Public Records of said County and State.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this _____ day of _____, 20__.

Lamar Consolidated Independent School District

BY: _____
Signature

Title

Name typed or printed

SUBSCRIBED and SWORN before me this ____ day of _____, 20__.

Notary's Signature

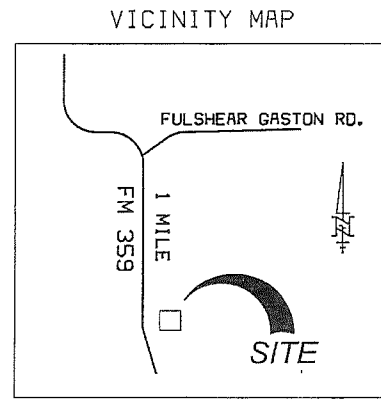
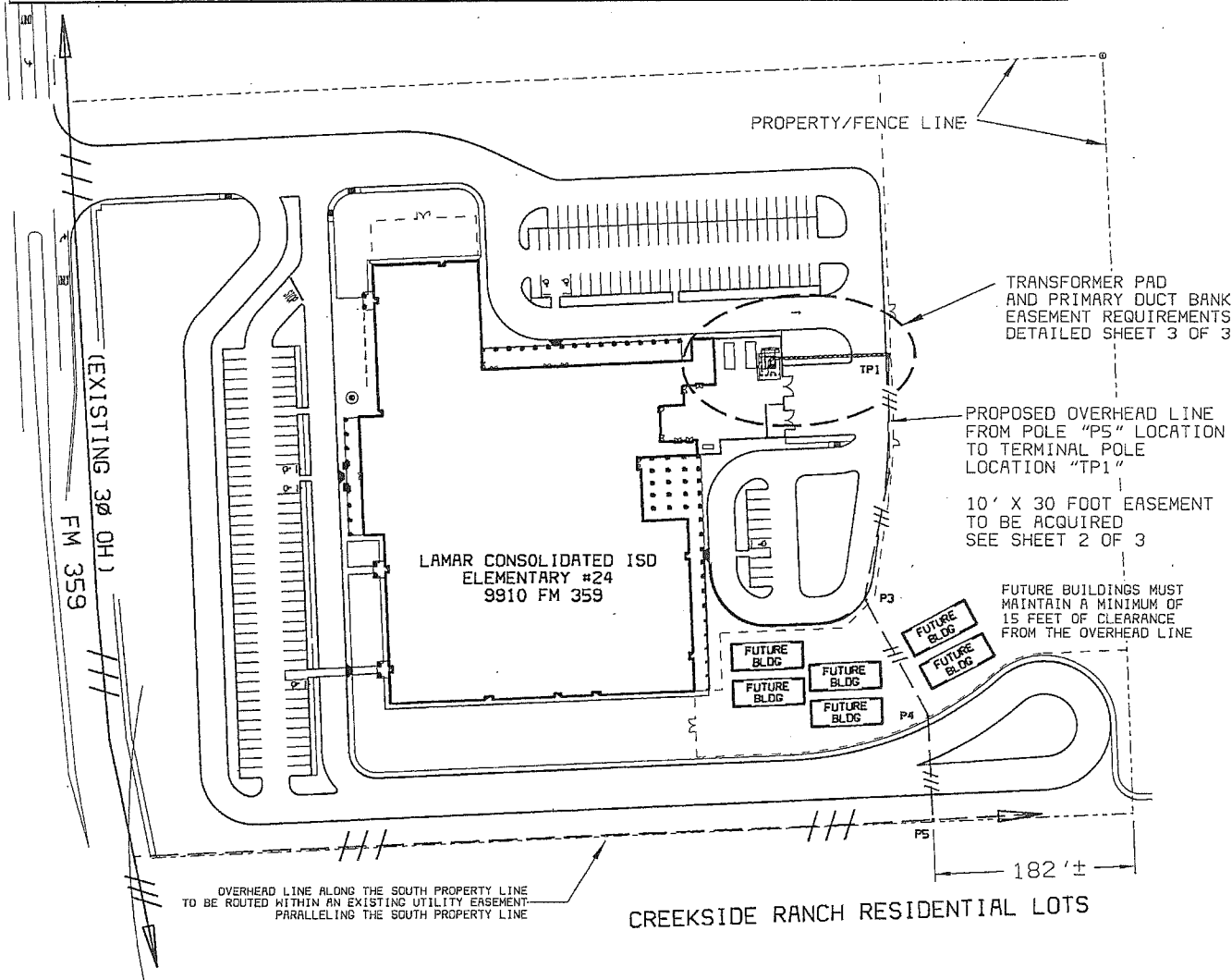
Name typed or printed

Commission Expires

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

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4253	D2	524S	EXHIBIT "A"	N. T. S.	BV42	76111546

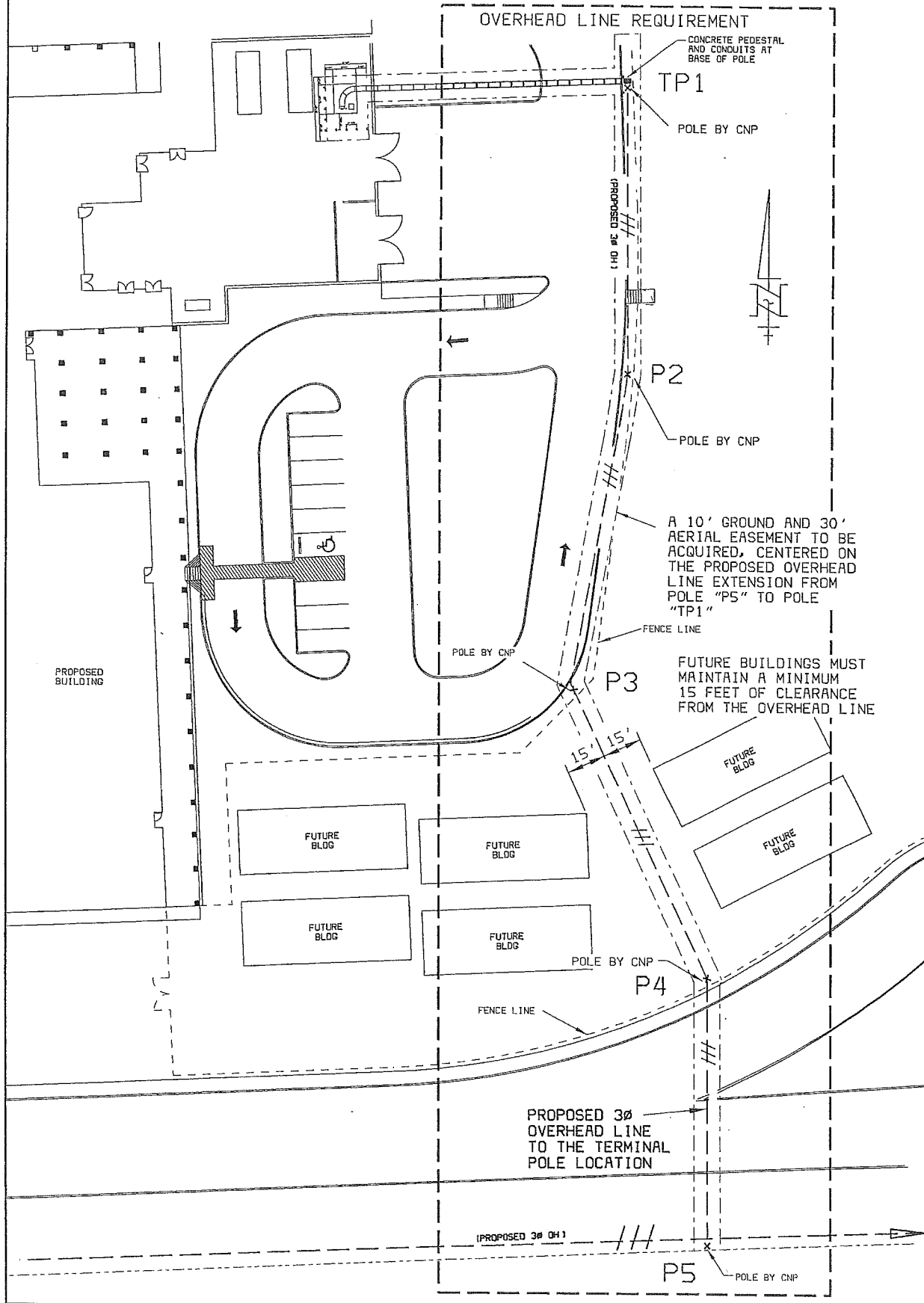
GENERAL LOCATION SKETCH



113

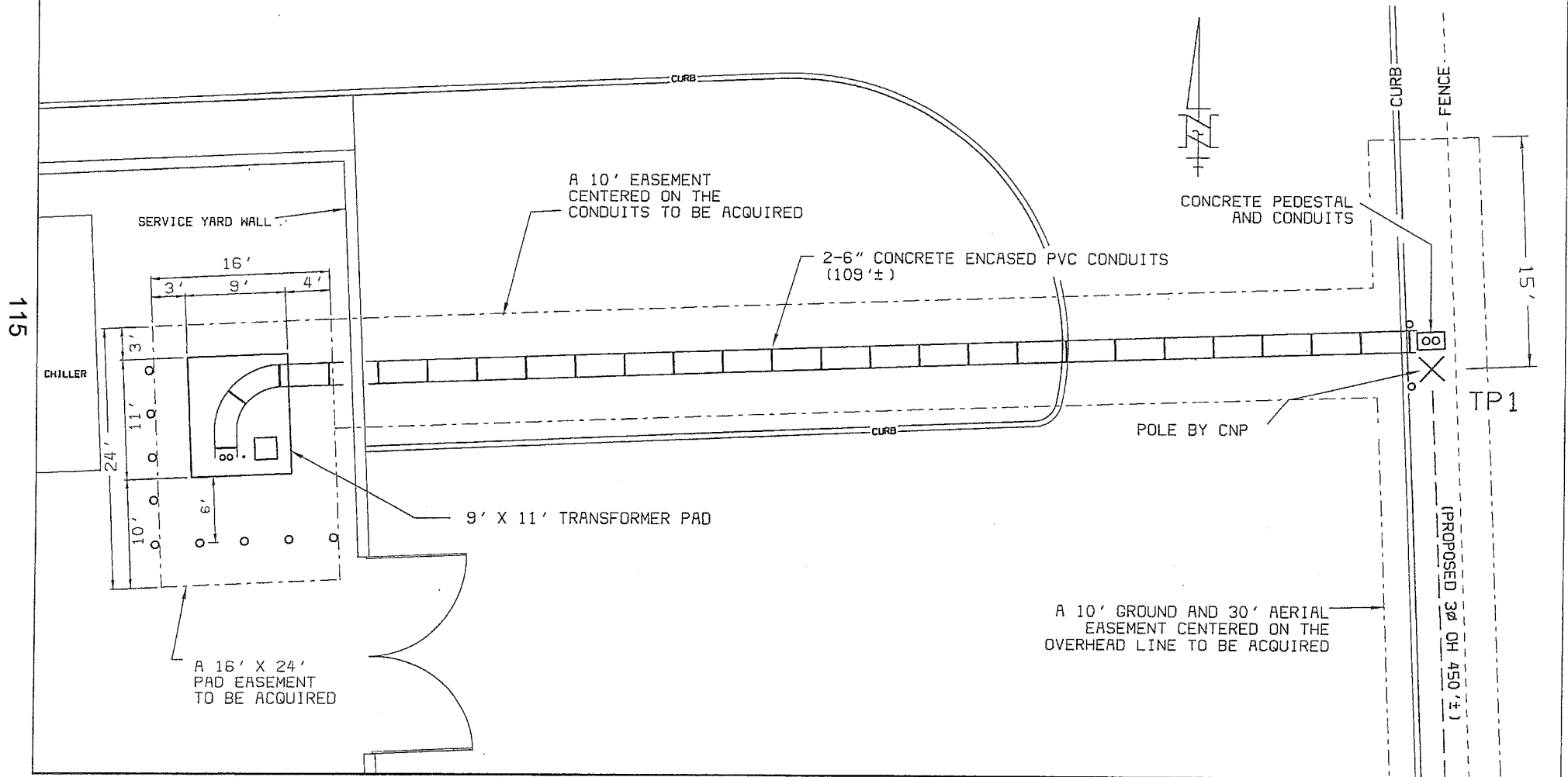
GENERAL LOCATION SKETCH

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TRANSFORMER PAD AND TERMINAL POLE DETAIL



**DISCUSSION AND ACTION ON A REQUEST FOR QUALIFICATIONS (RFQ)
FOR FUTURE SCHOOLS**

IMPACT/RATIONALE:

At the November 19, 2015 Regular Board Meeting the Board of Trustees requested to discuss the options for a Request for Qualifications to select an Architect for the future schools to be built in the 2014 Bond Referendum.

PROGRAM DESCRIPTION:

The 2014 Bond Referendum includes five new elementary schools and one new middle school. PBK Architects has been awarded the contract for elementary #24 and #25. Architects have not been selected for elementary #26, #27, #28, or the new 6th grade middle school #5.

Resource Person: Kevin McKeever, Administrator for Operations

CONSIDER APPROVAL OF ATTENDANCE BOUNDARY COMMITTEE

RECOMMENDATION:

That the Board of Trustees approve the membership of the Attendance Boundary Committee (ABC) for 2015-2016 as presented with the proposed timeline using the LCISD Zoning Process, and charge the ABC with setting the boundaries for Elementary #24 for the 2016-2017 school year.


IMPACT/RATIONALE:

Membership of the ABC will consist of two representatives each from Hubenak Elementary, Huggins Elementary and Wertheimer Middle School and three representatives each from Briscoe Junior High, Foster High and Fulshear High—as specified in the LCISD Zoning Process, approved by the Board in September 2004. The LCISD Zoning Process states that only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to the Board. Current Board members cannot serve on the ABC.

Attached you will find the LCISD Zoning Process and a tentative timeline for the 2015-2016 ABC. Using this timeline, zoning decisions for Elementary #24 would be finalized by February or March.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

2015-2016 Elementary #24 Attendance Boundary Committee

CAMPUS	FIRST	LAST	HOME ADDRESS	City	PHONE NUMBER	EMAIL
Elementary						
Hubenak Elementary	Ciera	Hodge	24546 Bella Veneza Drive	Richmond	832-715-1522	none listed
Hubenak Elementary	Courtney	Wilcox	11015 Anilu Drive	Richmond	832-755-2025	mommywilcox@gmail.com
Huggins Elementary	Jennifer	Hirsch	9615 FM 359 Road	Richmond	713-265-4347	jenniferghirsch@msn.com
Huggins Elementary	Kenneth	Brady	1101 Baker Road	Rosenberg	832-473-7875	Eldos5819@yahoo.com
Middle						
Wertheimer Middle	Jason	Martin	25918 S Lakefair Drive	Richmond	254-212-9222	jasonmartin316@yahoo.com
Wertheimer Middle	Michael	Spradley	11318 Lazarro Lane	Richmond	713-319-8284	michaelspradley@gmail.com
Junior High						
Briscoe Jr. High	David	Macha	21418 Winding Path Way	Richmond	832-725-2957	Dm_rockets@yahoo.com
Briscoe Jr. High	Michael	Shannon	23435 Amoroso Street	Richmond	832-216-0862	Genie.Vyper@yahoo.com
High						
Foster High	Tracy	Stratman	2417 Bar Road	Rosenberg	281-642-2713	tracy.stratman@aliefisd.net
Foster High	David	Wilson	21106 Somervell Court	Richmond	832-265-9510	davewilson@ymail.com
Foster High	Denise	Mathseon	26014 Palmdale Estate	Richmond	832-693-4288	denisemath49@gmail.com
Fulshear High	Lindsey	Sewell	25614 Canyon Crossing Drive	Richmond	425-351-9808	Sewells@outlook.com
Fulshear High	Daniel	McRea	30823 Spanish Moss Xing	Fulshear	713-825-1522	dmcrea@summitmidstream.com
Fulshear High	Michele	Frietsch	33103 Whickham Circle	Fulshear	281-881-2964	Michele.frietsch@yahoo.com

2015 - 2016 Attendance Boundary Committee Zoning Timeline for Elementary #24

October 15	Information item with timeline to Board
November 2	Request for Attendance Boundary Committee (ABC) applications
December 4	Deadline for principals to submit ABC representatives
December 9	Attendance boundary review for Elementary #24 at facilities planning team meeting
December 15	Board Zoning Committee meeting
December 17	Board approval of ABC and charge to ABC
January 4	First ABC meeting – zoning considerations for fall 2016 – 7 p.m. Board Room
January 11	Second ABC meeting – zoning considerations for fall 2016 – 7 p.m. Board Room
January 20	Third ABC meeting (if needed) – zoning considerations for fall 2016 – 7 p.m. Board Room
February 1	Public input at community meeting – TBD – 7 p.m.
February 8	ABC meeting – zoning recommendation to the Board finalized for fall 2016 – 7 p.m. Board Room
February 16	ABC recommendation to the Board Zoning Committee
February 18	ABC recommendation to the Board – 7 p.m. Board Room
February 22	Information sent out to parents of students rezoned (if approved by Board)
March 24	ABC recommendation to the Board/additional public input/Board discussion if not approved at the February meeting – 7 p.m. Board Room

THE LCISD ZONING PROCESS

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

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

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

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

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

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

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

LCISD ZONING PROCESS

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

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

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

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

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

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

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

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

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

INFORMATION ITEM: 2015 HIGHLY QUALIFIED TEACHER REPORT

The federal Elementary and Secondary Education Act, reauthorized as No Child Left Behind, requires schools to report the progress that districts and individual campuses are making toward meeting the target that all core academic subject teachers are highly qualified. The requirements to be 'highly qualified' are that a teacher hold at least a bachelor's degree, hold a Texas teaching certificate, and demonstrate competency in the core academic subject area they are teaching. Competency may be demonstrated by college hours, an academic major in the subject taught, an appropriate examination, or a combination of professional development and college hours.

Ninety-nine percent of LCISD teachers currently meet the NCLB standard. The following campuses, for the following reasons have a teacher who does not meet NCLB guidelines:

Open position filled by a substitute that is not highly qualified:

Bowie Elementary School
Terry High School

Teacher has not yet met highly qualified status:

Lamar Consolidated High School

The District continues its efforts to maintain highly qualified staff. The enclosed table gives an overview of the percentage of classes taught by highly qualified teachers and professional development efforts.

Resource Persons: Dr. Kathleen M. Bowen, Chief Human Resources Officer
 Leslie Haack, Executive Director of Secondary Education
 Laura Lyons, Executive Director of Elementary Education
 Brian Moore, Director of Research and Accountability
 Dr. Marva O'Neal, Federal Programs Coordinator
 Mary Pena, Personnel Specialist

	Percentage of Classes Taught by Highly Qualified Teachers Target 100%		Percentage of Teachers Receiving HQ Professional Development Target 100%	
	2015-2016	2014-2015	2015-2016	2014-2015
District	99%	99%	100%	100%
Non-Title 1 Campuses				
Foster HS	100%	100%	100%	100%
George Ranch HS	100%	100%	100%	100%
Briscoe Jr. High	100%	100%	100%	100%
Reading Jr. High	100%	100%	100%	100%
Wertheimer Middle	100%	99%	100%	100%
Austin	100%	100%	100%	100%
Campbell	100%	100%	100%	100%
Dickinson	100%	100%	100%	100%
Frost	100%	96%	100%	100%
Hubenak	100%	100%	100%	100%
Huggins	100%	100%	100%	100%
Hutchison	100%	100%	100%	100%
McNeill	100%	96%	100%	100%
Williams	100%	100%	100%	100%
Adolphus	100%	100%	100%	100%
Polly Ryon	100%	100%	100%	100%
Special Sites				
ALC	Not Applicable	Not Applicable	100%	100%
Community Center	Not Applicable	Not Applicable	100%	100%
Juvenile Detention Center	Not Applicable	Not Applicable	100%	100%
Title 1 Campuses				
Lamar HS	99%	97%	100%	100%
B.F. Terry HS	99%	98%	100%	100%
George Jr. High	100%	98%	100%	100%
Lamar Jr. High	100%	99%	100%	100%
Navarro Middle	100%	93%	100%	100%
Wessendorff Middle	100%	100%	100%	100%
Beasley	100%	100%	100%	100%
Bowie	97%	98%	100%	100%
Jackson	100%	100%	100%	100%
Long	100%	97%	100%	100%
Meyer	100%	100%	100%	100%
Pink	100%	95%	100%	100%
Ray	100%	97%	100%	100%
Seguin ECC	100%	100%	100%	100%
Smith	100%	97%	100%	100%
Thomas	100%	100%	100%	100%
Travis	100%	95%	100%	100%
Velasquez	100%	97%	100%	100%
Arredondo	100%		100%	100%

revised 12/1/15

INFORMATION ITEM: SCHOOL BOARD RECOGNITION MONTH

January 2016 is School Board Recognition Month—a great time to focus on the crucial role an elected board of trustees plays in our communities and schools. The goal of School Board Recognition Month is to build awareness of the crucial role an elected board of trustees plays in our communities and schools. School board members are the largest group of publicly-elected officials in Texas.

School board members exemplify local citizen control and decision-making in education. They volunteer hundreds of hours and an immeasurable amount of energy to assure that our schools are providing the best education possible for the children of our community.

Here are some reasons we are taking this opportunity to show them our appreciation during School Board Recognition Month in January:

- School board members are citizens whose decisions affect our children—what they learn, who will teach them and what kinds of facilities house their classrooms. These are men and women elected to establish the policies that provide the framework for our public schools. They represent you and they take this responsibility seriously by attending lengthy—sometimes challenging—meetings, conferences and institutes. They also broaden their knowledge about education during numerous conversations about the schools and in sessions before the Texas Legislature.
- Our school board is one of more than 1,000 such boards across the state. These boards enable us to have local control of public schools, meaning that decisions are made by local, elected representatives who understand the community's unique problems, values, culture and circumstances.
- Too often we neglect to recognize the dedication and hard work of these men and women who represent us. The staff and students of our school district are asking all local citizens to take a moment to tell a school board member "thanks for caring about our children's education." So, many thanks to the dedicated men and women who make it possible for local citizens to have a say about education in our communities. We salute the public servants of Lamar CISD whose dedication and civic responsibility make local control of public schools in our community possible. We applaud them for their vision and voice to help shape a better tomorrow.

Resource Persons: Dr. Thomas Randle, Superintendent of Schools
Mike Rockwood, Executive Director of Community Relations

Resolution

WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students; and

WHEREAS, local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and

WHEREAS, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

THEREFORE, I do hereby declare my appreciation to the members of the Lamar Consolidated Independent School District Board of Trustees and proclaim the month of January, 2016 as SCHOOL BOARD RECOGNITION MONTH in Lamar CISD and urge all citizens to join in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

Signed this 17th day of December, 2015 by Dr. Thomas Randle.



Thomas Randle

Thomas Randle, Ed.D.
Superintendent of Schools

INFORMATION ITEM: REPORT ON BOARD MEMBER TRAINING

School board members are required by Texas law and State Board of Education rule to participate in three types of continuing education: an orientation to local district policy and to the laws affecting public education in Texas; an annual team building activity, taken in conjunction with the rest of the board and the superintendent; and a specified number of hours each year in areas of special need. Board members determine needs with their board annually by reviewing the Framework for School Board Development, a document that outlines the tasks an effective board performs in its governing capacity. Continuing education courses that address these needs are available through a variety of sources.

Annually, the current president of each local Board of Trustees shall make an announcement stating Board members who have met the required hours of training and who have not met their basic obligation and expectation of the State Board of Education. The president shall cause the minutes of the local board to reflect the board members who have and who have not completed the required training and shall make this information available to the local media.

As of this date, the Lamar CISD Board members have the following current (since last year’s report) and accumulated certified training credit:

	Current	Accumulated	Total
Kay Danziger	36.25	67.00	103.25
Anna Gonzales	21.00	38.75	59.75
Kathryn Kaminski	48.50	66.75	115.25
Tyson Harrell			23.50
Melisa Roberts			31.50
James Steenbergen			33.50
Frank Torres	3.00	10.00	13.00

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: STEWARDSHIP REPORT

The Stewardship Report has been updated to reflect the 2014-2015 school year and to provide information regarding *academic improvement*, *financial strength* and *organizational excellence*. While this report doesn't include every aspect of our organization—it does provide a glimpse of what's being done for the students and taxpayers of Lamar CISD.

Resource Person: Dr. Thomas Randle, Superintendent

**INFORMATION ITEM: LAMAR EDUCATIONAL AWARDS FOUNDATION
(LEAF) UPDATE**

The Lamar Educational Awards Foundation (LEAF) awarded \$319,468 in November to Lamar CISD campuses. The LEAF “Grant Express” visited 33 campuses and awarded 175 grants to Lamar CISD teachers. Since 2000, LEAF has awarded over \$2,587,884 in teaching grants to Lamar CISD campuses and \$43,250 in college scholarships to Lamar CISD graduates and paraprofessionals.

Year	Number of grants	Total amount
2000	72	\$ 32,559.34
2001	37*	\$ 44,101.33
2002	41	\$ 50,536.27
2003	47	\$ 68,153.01
2004	57	\$ 87,036.00
2005	89	\$138,013.09
2006	101	\$150,665.00
2007	101	\$161,045.00
2008	100	\$171,701.68
2009	112	\$184,329.18
2010	107	\$190,762.00
2011	105	\$203,660.00
2012	111	\$217,537.87
2013	133	\$253,288.00
2014	158	\$317,045.00
2015	175	\$319,468.00

*In 2001, grant amounts were raised from \$500 per grant to \$1,000 for individual teacher and \$3,000 for grade level.

Resource Person: Janice Knight, LEAF Executive Director
Mike Rockwood, Executive Director of Community Relations

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF NOVEMBER 30, 2015)**

- Exhibit "A" gives the LCISD collections made during the month of November 30, 2015.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through November 30, 2015, LCISD had collected 3.2 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
November 2015**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
15	\$ 5,587,763.91	\$ -	\$ -	\$ 5,587,763.91	\$ 4,180,823.72	\$ -	\$ 1,406,940.19	\$ -
14	\$ 63,506.09	\$ 14,244.29	\$ 12,524.70	\$ 90,275.08	\$ 47,515.88	\$ 23,182.43	\$ 15,990.21	\$ 3,586.56
13	\$ 10,935.91	\$ 2,833.27	\$ 2,119.63	\$ 15,888.81	\$ 8,182.35	\$ 4,239.53	\$ 2,753.56	\$ 713.37
12	\$ 6,712.44	\$ 1,497.25	\$ 886.72	\$ 9,096.41	\$ 5,022.32	\$ 2,006.97	\$ 1,690.12	\$ 377.00
11	\$ 4,609.38	\$ 535.73	\$ 256.24	\$ 5,401.35	\$ 3,382.48	\$ 649.37	\$ 1,226.90	\$ 142.60
10	\$ 4,591.43	\$ 353.66	\$ 134.89	\$ 5,079.98	\$ 3,432.27	\$ 399.26	\$ 1,159.16	\$ 89.29
09	\$ 544.47	\$ 439.32	\$ 195.30	\$ 1,179.09	\$ 430.58	\$ 542.73	\$ 113.89	\$ 91.89
08	\$ 149.44	\$ 140.17	\$ 57.92	\$ 347.53	\$ 119.04	\$ 169.57	\$ 30.40	\$ 28.52
07	\$ 75.20	\$ 79.41	\$ 30.92	\$ 185.53	\$ 57.95	\$ 92.12	\$ 17.25	\$ 18.21
06	\$ 396.13	\$ 453.27	\$ 124.73	\$ 974.13	\$ 340.44	\$ 514.27	\$ 55.69	\$ 63.73
05	\$ 83.86	\$ 108.36	\$ 38.45	\$ 230.67	\$ 74.10	\$ 134.20	\$ 9.76	\$ 12.61
04	\$ 483.64	\$ 619.06	\$ 220.54	\$ 1,323.24	\$ 427.34	\$ 767.54	\$ 56.30	\$ 72.06
03	\$ 138.07	\$ 212.62	\$ 52.60	\$ 403.29	\$ 124.43	\$ 244.20	\$ 13.64	\$ 21.02
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ 68.34	\$ 109.26	\$ 23.13	\$ 200.73	\$ 63.78	\$ 125.47	\$ 4.56	\$ 6.92
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ 169.58	\$ 361.22	\$ 79.62	\$ 610.42	\$ 156.78	\$ 413.58	\$ 12.80	\$ 27.26
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	\$ 96.89	\$ 242.23	\$ 50.87	\$ 389.99	\$ 91.71	\$ 280.14	\$ 5.18	\$ 12.96
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ 42.22	\$ 125.84	\$ 25.21	\$ 193.27	\$ 39.54	\$ 143.07	\$ 2.68	\$ 7.98
90	\$ 272.54	\$ 844.87	\$ 167.61	\$ 1,285.02	\$ 253.48	\$ 953.41	\$ 19.06	\$ 59.07
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 5,680,639.54	\$ 23,199.83	\$ 16,989.08	\$ 5,720,828.45	\$ 4,250,538.19	\$ 34,857.86	\$ 1,430,101.35	\$ 5,331.05

**Lamar Consolidated ISD
Tax Collections
September 1, 2015-August 31, 2016
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 11/30/2015
15	\$ 173,016,529.71	\$ 5,360,925.83	\$ 178,377,455.54	\$ 5,717,753.75	\$ -	\$ -	\$ 5,717,753.75	\$ 172,659,701.79
14	\$ 1,578,079.69	\$ (8,834.56)	\$ 1,569,245.13	\$ 314,180.02	\$ 63,038.31	\$ 68,069.48	\$ 445,287.81	\$ 1,255,065.11
13	\$ 759,119.83	\$ 25,031.97	\$ 784,151.80	\$ 47,486.50	\$ 13,546.68	\$ 9,425.71	\$ 70,458.89	\$ 736,665.30
12	\$ 693,023.94	\$ 31,352.82	\$ 724,376.76	\$ 19,216.56	\$ 6,027.96	\$ 3,101.19	\$ 28,345.71	\$ 705,160.20
11	\$ 631,556.26	\$ 20,910.10	\$ 652,466.36	\$ 1,682.16	\$ 3,272.41	\$ 1,354.47	\$ 6,309.04	\$ 650,784.20
10	\$ 605,391.03	\$ (64,065.02)	\$ 541,326.01	\$ (89,453.72)	\$ 2,007.04	\$ 779.21	\$ (86,667.47)	\$ 630,779.73
09	\$ 581,353.50	\$ 17,605.40	\$ 598,958.90	\$ 2,490.92	\$ 1,741.33	\$ 727.66	\$ 4,959.91	\$ 596,467.98
08	\$ 587,734.40	\$ -	\$ 587,734.40	\$ 1,591.25	\$ 1,301.59	\$ 195.74	\$ 3,088.58	\$ 586,143.15
07	\$ 191,892.59	\$ -	\$ 191,892.59	\$ 1,242.82	\$ 1,128.14	\$ 65.66	\$ 2,436.62	\$ 190,649.77
06	\$ 127,543.57	\$ -	\$ 127,543.57	\$ 700.03	\$ 800.15	\$ 254.89	\$ 1,755.07	\$ 126,843.54
05	\$ 142,756.89	\$ -	\$ 142,756.89	\$ 919.92	\$ 1,172.06	\$ 418.41	\$ 2,510.39	\$ 141,836.97
04	\$ 65,622.10	\$ -	\$ 65,622.10	\$ 854.13	\$ 1,134.24	\$ 397.66	\$ 2,386.03	\$ 64,767.97
03	\$ 48,382.85	\$ -	\$ 48,382.85	\$ 778.07	\$ 1,160.66	\$ 290.53	\$ 2,229.26	\$ 47,604.78
02	\$ 32,774.61	\$ -	\$ 32,774.61	\$ -	\$ -	\$ -	\$ -	\$ 32,774.61
01	\$ 30,373.59	\$ -	\$ 30,373.59	\$ 160.85	\$ 249.11	\$ 50.96	\$ 460.92	\$ 30,212.74
00	\$ 26,210.82	\$ -	\$ 26,210.82	\$ 44.00	\$ 82.28	\$ 18.94	\$ 145.22	\$ 26,166.82
99	\$ 27,765.44	\$ -	\$ 27,765.44	\$ -	\$ -	\$ -	\$ -	\$ 27,765.44
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 247.21	\$ 525.82	\$ 115.95	\$ 888.98	\$ 19,071.49
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 252.81	\$ 564.65	\$ 122.62	\$ 940.08	\$ 17,063.65
96	\$ 16,372.69	\$ (9.38)	\$ 16,363.31	\$ 5.62	\$ 1.34	\$ 1.04	\$ 8.00	\$ 16,357.69
95	\$ 8,069.69	\$ -	\$ 8,069.69	\$ 119.38	\$ 298.23	\$ 62.64	\$ 480.25	\$ 7,950.31
94	\$ 5,144.31	\$ -	\$ 5,144.31	\$ 134.92	\$ 350.65	\$ 72.83	\$ 558.40	\$ 5,009.39
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ -	\$ -	\$ -	\$ -	\$ 2,639.02
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ -	\$ -	\$ -	\$ -	\$ 3,823.63
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 952.76	\$ 2,903.25	\$ 578.39	\$ 4,434.40	\$ 10,313.82
Totals	\$179,230,061.90	\$ 5,382,917.16	\$184,612,979.06	\$ 6,021,359.96	\$101,305.90	\$86,103.98	\$6,208,769.84	\$178,591,619.10

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
DEC		45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
JAN		82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
FEB		95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
MAR		96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
APR		97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY		98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE		98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY		98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG		99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2015-16 TAX COLLECTIONS
AS OF NOVEMBER 30, 2015**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 11/30/2015	% OF BUDGET COLLECTED
2015	2015-2016	\$175,920,949	\$5,717,754	3.25%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$303,606	14.12%
TOTAL		\$178,070,949	\$6,021,360	3.38%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF NOVEMBER 30, 2015**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
COLLECTION YEAR						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 5,717,754
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 5,360,926
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 314,180	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ (8,835)	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 47,487		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ 25,032		
4 Collections	\$ 199,270	\$ 308,264	\$ 19,217			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ 31,353			
5 Collections	\$ 268,598	\$ 1,682				
Adj. To Roll	\$ 527,967	\$ 20,910				
6 Collections	\$ (89,454)					
Adj. To Roll	\$ (64,065)					
TOTAL:						
COLLECTIONS	\$ 133,844,307	\$ 137,630,249	\$ 141,635,252	\$ 149,007,574	\$ 160,534,608	\$ 5,717,754
ADJUSTED TAX ROLL	\$ 134,475,085	\$ 138,281,032	\$ 142,340,411	\$ 149,744,240	\$ 161,789,673	\$ 178,377,456
BALANCE TO BE COLLECTED	\$ 630,778	\$ 650,784	\$ 705,160	\$ 736,665	\$ 1,255,065	\$ 172,659,702
ADJ. TAXABLE VALUE	\$ 9,854,903,481	\$ 9,947,917,858	\$ 10,239,949,019	\$ 10,772,579,376	\$ 11,639,126,148	\$ 12,832,448,872
TOTAL % COLLECTIONS AS OF NOVEMBER 30, 2015	99.5%	99.5%	99.5%	99.5%	99.2%	3.2%
TAX RATE	1.36455	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Drymalla Construction (Arredondo Elementary)	Application # 18	\$ 11,882.57
Drymalla Construction (Fulshear HS)	Application # 17	\$ 2,904,981.25
Drymalla Construction (Leaman JHS)	Application # 17	\$ 1,305,585.00
Drymalla Construction (Transportation Satellite)	Application # 17	\$ 585,580.95
Engineered Air Balance (Fulshear HS)	Application # 2	\$ 1,710.00
Engineered Air Balance (Leaman JHS)	Application # 1	\$ 6,000.00
Engineered Air Balance (Traylor Stadium)	Application # 3	\$ 5,363.75
Gamma Construction (Elementary #24)	Application # 1	\$ 329,688.00
Gilbane (2011 Bond Program)	Application # 43	\$ 232,683.00
PBK Architects (Arredondo Elementary)	Application # 11	\$ 442.52
PBK Architects (Fulshear HS)	Application # 12	\$ 48,923.69
PBK Architects (Fulshear HS)	Application # 13	\$ 73,385.54
PBK Architects (Leaman JHS)	Application # 10	\$ 52,392.85

PBK Architects (Leaman JHS)	Application # 11	\$	13,098.21
PBK Architects (Natatorium #2)	Application # 26	\$	2,496.96
PBK Architects (Transportation Satellite)	Application # 4	\$	39,808.86
PBK Architects (Traylor Stadium)	Application # 22	\$	1,890.00
Terracon (Elementary #25)	Application # 1	\$	2,450.00
Terracon (Leaman JHS)	Application # 13	\$	11,528.00
Terracon (Transportation Satellite)	Application # 4	\$	4,945.00
Traffic Engineers (Elementary#24)	Application # 1	\$	13,000.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 1	\$	16,400.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 2	\$	240,329.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 3	\$	143,873.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 4	\$	189,100.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 5	\$	183,341.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

Work Request Summary for November, 2015:

- The Department completed 1,227 requests
- The Department received 146 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Replacing the door sweeps on two doors at Reading Junior High
- Caulking around the toilets in the restrooms at Navarro Middle
- Re-securing the metal door screens to cabinets in classrooms at Wessendorff Middle
- Moving book shelves at Brazos Crossing
- Installing a keyboard to a desk in an office at Brazos Crossing
- Repairing the trash dolly at the Maintenance Center
- Assembling a file cabinet at 1621 Place
- Adjusting a restroom door at the Administrative Annex
- Assembling a shelving unit at Campbell Elementary
- Installing two door holders at Campbell Elementary
- Installing a new paper towel dispenser in a restroom at Meyer Elementary
- Repairing the plastic strips in the marquee at Smith Elementary
- Sealing a roof seam at Smith Elementary
- Replacing a broken soap dispenser in a classroom at Smith Elementary
- Re-gluing the floor to carpet transition strip in various classrooms at Jackson Elementary
- Installing backpack hooks in a classroom at Jackson Elementary
- Changing bulbs in a wall pack unit at the Development Center
- Repairing the end handle on the top rail by the portables at Huggins Elementary
- Relocating backpack hooks in a portable classroom at Huggins Elementary
- Repairing a desk drawer at Jane Long Elementary
- Replacing several ceiling tiles in high areas throughout Dickinson Elementary
- Installing a sign for Dickinson Elementary
- Repainting the bus ramp area with slip resistant paint by the 100 hallway exit at Seguin Early Childhood Center
- Hanging a first aid kit on the wall at the Distribution Warehouse
- Hanging a cork board on the wall at the Maintenance Center
- Caulking around exterior vents at Thomas Elementary

- Painting arrows and curb yellow to the main parking lot entrance at Thomas Elementary
- Repairing the brace for the dividers in a restroom Wessendorff Middle
- Unclogging a sanitary sewer backup in the kitchen at Wessendorff Middle
- Repairing the showers in the dressing room at Navarro Middle
- Repairing the outside lighting at the LCISD Natatorium
- Repairing the inside lighting at Wessendorff Middle
- Repairing the intercom system at Frost Elementary
- Repairing the stage lights at Williams Elementary
- Replacing a hydraulic door closer at Foster High
- Repairing the fire alarm system at George Ranch High
- Repairing a broken window glass at Travis Elementary
- Installing new drawer glides on a desk at Adolphus Elementary
- Power washing and cleaning the sidewalk areas at Arredondo Elementary
- Re-installing a rubber transition strip in a storeroom at George Ranch High
- Hanging a large flag on curtain backdrop for a program at Campbell Elementary
- Installing new bleacher end caps at the Natatorium
- Installing a new door lock in the handicap stall in a restroom at Hubenak Elementary
- Installing a black bulletin board in a classroom at George Ranch High
- Installing two new circular seats on a cafeteria table at Meyer Elementary
- Cleaning the light lens covers under the front canopy at Frost Elementary
- Resealing the canopy tops with silicone at George Ranch High
- Repairing the awning soffit vent on the concession stand George Ranch High
- Repairing table legs in a classroom at Lamar High
- Installing a pencil sharpener in the office area Lamar High
- Changing the emergency dual light LED lamp in the work shop stage area at Terry High
- Repairing a urinal divider in a restroom at Jane Long Elementary
- Assembling eight bookshelves and securing them to the wall in a classroom at Navarro Middle
- Re-installing a paper towel holder at George Junior High
- Repairing a seat in the auditorium at George Junior High
- Changing two wall pack light fixtures in the portable building area at Campbell Elementary
- Removing the fence in front of Navarro Middle
- Removing the old marquee from the Administration Annex
- Removing the barbed wire from the south side of Traylor Stadium
- Installing a new stall door handle in a restroom at Jackson Elementary
- Removing broken floor tile and replacing it with new tile on the stage area at Jackson Elementary
- Installing a new board on a picnic table at Smith Elementary
- Assembling a new podium at Smith Elementary
- Cutting and installing new plastic chair mats in the office area at the Rosenberg Transportation Center

- Tightening the hand rail for the handicap ramp at the LCISD Natatorium
- Cutting and installing a new plastic chair mat for an office at Brazos Crossing
- Replaced the wooden skirting around the portable buildings at Travis Elementary
- Hanging two pictures at Brazos Crossing
- Caulking around the toilets and sinks through-out the Athletic Administration Complex
- Hanging a banner on the tennis court fence at George Ranch High
- Moving a picnic table to playground area at Dickinson Elementary
- Installing a paper towel dispenser in a restroom at Pink Elementary
- Changing a wall pack light fixture at Williams Elementary
- Changing a ballast in a light fixture at Beasley Elementary
- Repairing a teacher desk at Beasley Elementary
- Assembling five new ping pong tables at Terry High

Energy Management

Energy assisted by:

- Scan controls of all locations to insure temperature settings are good and units are running as scheduled
- Meeting with the District HVAC contractor to review potential issues
- Working with the architect and contractor to resolve warranty items involving controls at the LCISD Natatorium
- Preparing the Quarterly Energy Board Report for the upcoming monthly board meeting
- Continuing to review LED lighting options for the parking lots district-wide
- Attending a Texas Facility Master's conference to stay updated on the latest information
- Entering monthly utility bills into Schooldude for tracking
- Walking and inspecting the buildings for proper shut-down at night

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Mowing at the elementary campuses
- Painting the main football fields at all of the high schools
- Setting up for football games at Traylor Stadium
- Applying rye grass to various athletic fields district-wide
- Setting up the high jump and pole vault mats at George Ranch High
- Moving risers from Foster High to Huggins Elementary
- Cutting down two trees on the property behind Wessendorff Middle
- Delivery tables and chairs to Myer Elementary
- Delivery tables and chairs to Dickinson Elementary
- Delivery tables and chairs to Huggins Elementary
- Delivering tables and chairs to Frost Elementary

- Delivering tables and chairs to Special Needs
- Moving the risers from Huggins Elementary back to Foster High
- Moving tables and chairs to Smith Elementary
- Moving tables and chairs to George Ranch High
- Moving tables and chairs to Dickinson Elementary
- Moving tables and chairs to Frost Elementary
- Repairing the irrigation system on the main football field at Foster High
- Mowing at the high school blocks
- Installing a french drain near the portables at Williams Elementary
- Moving tables Hutchison Elementary
- Moving tables to Jane Long Elementary
- Moving tables to Jackson Elementary
- Moving tables to Bowie Elementary
- Overseeing the replacement of the track at Terry High
- Moving tables to Adolphus Elementary
- Moving tables to Huggins Elementary
- Applying ant treatment district-wide
- Scheduling pest control services with Bug Man Pest control district-wide
- Providing rodent control at Arredondo Elementary
- Continuing to set traps for skunks and opossums in the portable building area at Campbell Elementary
- Providing rodent control at Thomas Elementary
- Providing rodent control at Velasquez Elementary
- Providing asp control at Frost Elementary
- Providing rodent control at Hubenak Elementary
- Providing wasp control at Frost Elementary
- Providing rodent control at Bowie Elementary
- Providing rodent control at Huggins Elementary
- Providing rodent control at the Development Center
- Cleaning up after a water polo event at the LCISD Natatorium
- Burnishing all hard floor surfaces in the hallways at Pink Elementary
- Setting up for the winter distribution event at Common Threads
- Burnishing the hard floor surfaces throughout the building at Hubenak Elementary
- Extracting the carpet in the 3rd and 4th grade rooms due to excessive soiling at Campbell Elementary
- Cleaning up after election day at Dickinson Elementary
- Burnishing the floors in cafeteria and gym area at Arredondo
- Setting up for a PTO event in the cafeteria and taking down afterwards at Frost Elementary
- Extracting the hallway carpet in a classroom wing at McNeill Elementary
- Burnishing the cafeteria, gym, and pod entrance area floors at Beasley Elementary
- Extracting the carpet in several areas at Foster High

- Setting up 10 tables and 400 chairs for curriculum night and cleaning up after the event at Thomas Elementary
- Setting up for and cleaning the building after a Veterans Day event at Dickinson Elementary
- Burnishing all VCT hard surface flooring with finish at Arredondo Elementary
- Extracting carpet in the kinder and 4th, 5th grade areas due to heavy soiling at Thomas Elementary
- Deep cleaning of a ladies restroom at Brazos Crossing
- Burnishing the hallways with floor finish at Travis Elementary
- Cleaning and extracting carpets at 1621 Place
- Cleaning up after a George Ranch High swimming organization event at the Natatorium
- Setting up 200 chairs for church services and cleaning up afterwards at Hubenak Elementary
- Cleaning up after small fire in kitchen area at Navarro Middle
- Extracting the carpet in two hallways at Foster High
- Cleaning up after tailgating party event at Wertheimer Middle
- Burnishing the hallways, cafeteria, and gyms at Bowie Elementary
- Burnishing the hallways, cafeteria, and gyms at Jackson Elementary
- Setting up and taking down for a parent luncheon and cleaning up afterwards at Adolphus Elementary
- Extracting carpet in two classrooms due to spills at Thomas Elementary
- Setting up 30 tables and chairs for a parent event at Hutchinson Elementary
- Cleaning up after a musical in the theatre room and cafeteria at Reading Junior High
- Thorough cleaning of all the restrooms at Traylor Stadium
- Setting up for a Thanksgiving event and cleaning up afterwards at Dickinson Elementary

Resources: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Director of Maintenance & Operations (Region 4)
 Hector Gomez, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)



**11.D.#6. – PLANNING
BOARD REPORT
DECEMBER 17, 2015**

**Monthly Report
2011 Bond Program**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	195,237,324.00	34,270,690.56	13,868,792.32	147,097,441.12
EXISTING FACILITIES	23,727,447.10	566,982.50	4,633,481.60	18,526,993.02
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	26405.25	2,528,567.04	3,954,636.18
MISCELLANEOUS	-	-	-	-
TOTAL	<u>249,159,203.00</u>	<u>34,865,678.31</u>	<u>21,868,030.15</u>	<u>177,759,703.13</u>



Current 2011 Bond Program Projects:

Arredondo Elementary:

- ❖ Project substantial completion was August 10, 2015.
- ❖ Punch list work is ongoing.



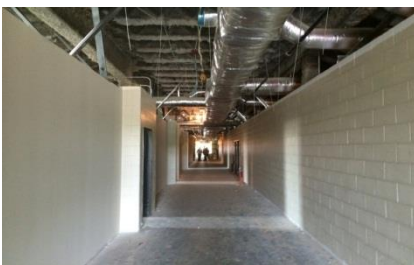
Arredondo ES is a new 12 acre campus consisting of a 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX



Churchill Fulshear (Jr.) HS, & sitework:

(Refer to Design Development booklet for floor plans)

Project meetings with PBK, Drymalla, Gilbane and LCISD are continuing on a bi-weekly basis.



- ❖ The main canopy entrance framing is ongoing and near completion.
- ❖ Stone Veneer and Cast Stone Trim work at south elevation is ongoing.
- ❖ 2nd level exterior windows are installed.
- ❖ Interior CMU walls are ongoing in the main entrance corridors and in the 2nd level classrooms. Drywall framing and installation is ongoing.
- ❖ Drywall framing and drywall is ongoing down Main Street. Painting is ongoing as well.
- ❖ Gyp board walls are being installed throughout the east classrooms on both levels. CMU and drywall is receiving finish paint.
- ❖ Approximately 95% of the site paving is complete.
- ❖ Above ground plumbing rough-in is ongoing in the athletics and second floor classroom areas. Block wall are progressing and ongoing in these areas.
- ❖ Ductwork is being installed and insulated in the athletics and gymnasium areas.
- ❖ Piping in the central plant is approximately 95% complete.
- ❖ Chillers have been set and piping is ongoing.
- ❖ The site transformers and switch gear have been energized. The building has permanent power.
- ❖ Ceiling grid and light fixtures are progressing throughout the building and ongoing.
- ❖ Interior CMU walls are ongoing in the east classroom areas.
- ❖ Exterior metal panels are ongoing in the library, east classroom, and administration areas.
- ❖ Exterior windows and glazing is near completion.
- ❖ Colored CMU block installation is ongoing in the auditorium, cafeteria, administration and west classroom areas. Finish paint is ongoing.

Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts, and band practice areas.



Dean Leaman JHS is part of a new 101 acre campus in Fulshear, TX. It includes a 203,000 sf building, teacher and visitor parking, separate bus drop-off, competition and practice ball fields, dual gymnasiums, and dedicated CTE spaces.

Churchill Fulshear (Jr.) HS, & sitework (cont.):

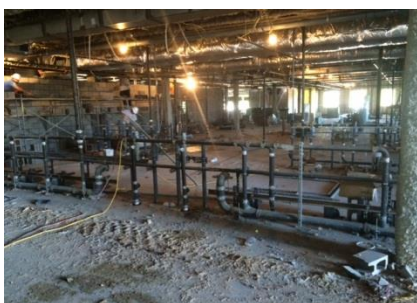
- ❖ Finish painting is ongoing in the CTE, fine arts, and west classroom areas.
- ❖ Brick installation is ongoing in the CTE, fine arts, auditorium, west classroom, library, and administration areas are near completion.
- ❖ Electrical rough-in is complete for AHU's.
- ❖ Gas meters are currently being installed and plumbed.
- ❖ Case work is currently ongoing.
- ❖ Floor tile is complete in the kitchen and serving area.
- ❖ Furr downs for the main corridor and area Q is ongoing.
- ❖ All fire pipe and heads are roughly 90% complete.
- ❖ Installation of hollow metal doors are ongoing.
- ❖ Ceiling tile is ready to begin down Main Street.
- ❖ Site sidewalks are ongoing.
- ❖ The tennis courts have been poured out.
- ❖ Track has been filled and tested and asphalt is complete.
- ❖ Ceiling grid in and fixtures are installed in the commons area. Painting is ongoing.
- ❖ The dormers have been set on the roof tops.
- ❖ Site light poles and fixtures are on site and installed.
- ❖ Site irrigation is ongoing.
- ❖ Athletic field post and miscellaneous steel is being erected and ongoing.

Fieldhouse

- ❖ The Field House exterior sheathing is complete.
- ❖ Plumbing overhead is ongoing.
- ❖ Standing seam roof panels are complete.
- ❖ MEP rough-in has started and is ongoing.
- ❖ CMU walls are ongoing throughout.

Dean Leaman JHS

(Refer to Design Development booklet for floor plans)



- ❖ Above ground plumbing rough in is ongoing in administration and classroom areas.
- ❖ Finish painting is ongoing in the athletic areas.
- ❖ Fireproofing is complete throughout.
- ❖ Interior CMU walls are ongoing in the administration, classroom, and fine arts areas.
- ❖ HVAC piping is ongoing in the library and classroom areas.
- ❖ HVAC piping insulation is ongoing in the administration and fine arts areas.
- ❖ Metal stud framing and drywall is ongoing throughout Main Street.
- ❖ Permanent power has been energized.
- ❖ Ceiling grid and light fixtures are set in the cafeteria.
- ❖ Gymnasium goalpost and goals are installed.
- ❖ Ceiling grid, light fixtures, and painting are ongoing throughout areas D, E, and F.
- ❖ Service yard spit faced CMU walls are complete.
- ❖ Exterior face brick is ongoing.
- ❖ Ceiling grid is installed throughout areas E and D.
- ❖ Interior CMU walls are ongoing areas B and C.
- ❖ Window frames and glass is installed areas A,B, and C.
- ❖ Low voltage cable is being installed areas E and F.
- ❖ Main canopy entrance is being erected and ongoing.
- ❖ Gyp board furr down framing is complete and rock is being painted in the cafeteria.
- ❖ Site Transformer is set and in place.

Dean Leaman JHS is part of a new 101 acre campus in Fulshear, TX. It includes a 203,000 sf building, teacher and visitor parking, separate bus drop-off, competition and practice ball fields, dual gymnasiums, and dedicated CTE spaces.



Traylor Stadium Renovations

Building 1 and 2

- ❖ Punch list work has been completed.

Building 3

- ❖ Project Substantial Completion was August 27, 2015.
- ❖ Punch list work is ongoing.



Satellite Transportation Center Phase II:

- ❖ The metal building addition framing and wall panels are complete.
- ❖ Site paving is complete.
- ❖ Bus canopy columns and canopies are complete.
- ❖ The Bus Wash is ready for punch list, owner demonstration, and training is complete.



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

- ❖ Project renovations have been completed and are in the closeout and warranty phases.



The Traylor Stadium project included demolition of existing concession and restroom facilities, as well as the construction of a new long jump area and 3 new restroom/concession and ticket booth buildings to serve the stadium. New fencing was installed and parking was reconfigured and striped.

2011 Bond Closed Projects:



Adolphus Elementary

Adolphus Elementary

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

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



Ag Barn renovations

Agricultural Barn Renovations

The renovation included adding a new 10' canopy around $\frac{3}{4}$ of the building, added ventilation fans, new men and women restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras, and new tarps for all of the animal pens.

Uncommitted funds as of September 1, 2015: \$59,322.73



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

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

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



Polly Ryon Middle School

Polly Ryon Middle School

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking, and separate bus drop off areas.

Uncommitted funds as of September 1, 2015: \$1,091,456.03

Traylor Stadium Track & Turf

The project included the replacement of the turf and subgrade for the competition football field, as well as installation of a new track surface.

Uncommitted funds as of September 1, 2015: \$0.00



Traylor Stadium Track & Turf

District Competition Natatorium

The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating, and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.

Uncommitted funds as of September 1, 2015: \$513,558.02



BF Terry High School

George Junior High School



Lamar High School



Bowie Elementary School



Jackson Elementary School

Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES, & Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include to new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

Uncommitted funds as of September 1, 2015: \$600,961.10

George Junior High School (Rosenberg, TX): Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

Uncommitted funds as of September 1, 2015: \$423,547.02

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

Uncommitted funds as of September 1, 2015: \$13,218.92

Bowie Elementary School (Rosenberg, TX): Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

Uncommitted funds as of September 1, 2015: \$184,421.43

Jackson Elementary School (Rosenberg, TX): Renovations included a 470 sf kitchen addition with an office, laundry and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

Uncommitted funds as of September 1, 2015: \$658,559.93



Alternative Learning Center

Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES, & Travis ES --Closeout of the project is expected in January, 2015.

Alternative Learning Center (Rosenberg, TX): The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

Uncommitted funds as of September 1, 2015: \$20,652.94



Austin Elementary School

Austin Elementary School (Richmond, TX): The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

Uncommitted funds as of September 1, 2015: \$131,466.50



Foster High School

Foster High School (Richmond, TX): Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of September 1, 2015: \$59,641.00

Lamar High School (Rosenberg, TX): This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

Uncommitted funds as of September 1, 2015: \$13,218.95



Lamar High School

Travis Elementary School (Rosenberg, TX): The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie in of a chilled water loop for the HVAC system.

Uncommitted funds as of September 1, 2015: \$29,923.47

Beasley Elementary School (Beasley, TX): The project included the replacement of all air handlers in the building that had reached the end of their life cycle. (no photo)

Uncommitted funds as of September 1, 2015: \$30,052.00



Travis Elementary School

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

Uncommitted funds as of September 1, 2015: \$18,932.32

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

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

District Map and Directory

www.lcisd.org

HIGH SCHOOLS

- 1 Foster High School 832-223-3800
- 2 George Ranch High School 832-223-4200
- 3 Lamar Consolidated High School 832-223-3000
- 4 Terry High School 832-223-3400

JUNIOR HIGH SCHOOLS

- 5 Briscoe Junior High 832-223-4000
- 6 George Junior High 832-223-3600
- 7 Lamar Junior High 832-223-3200
- 8 Reading Junior High 832-223-4400

MIDDLE SCHOOLS

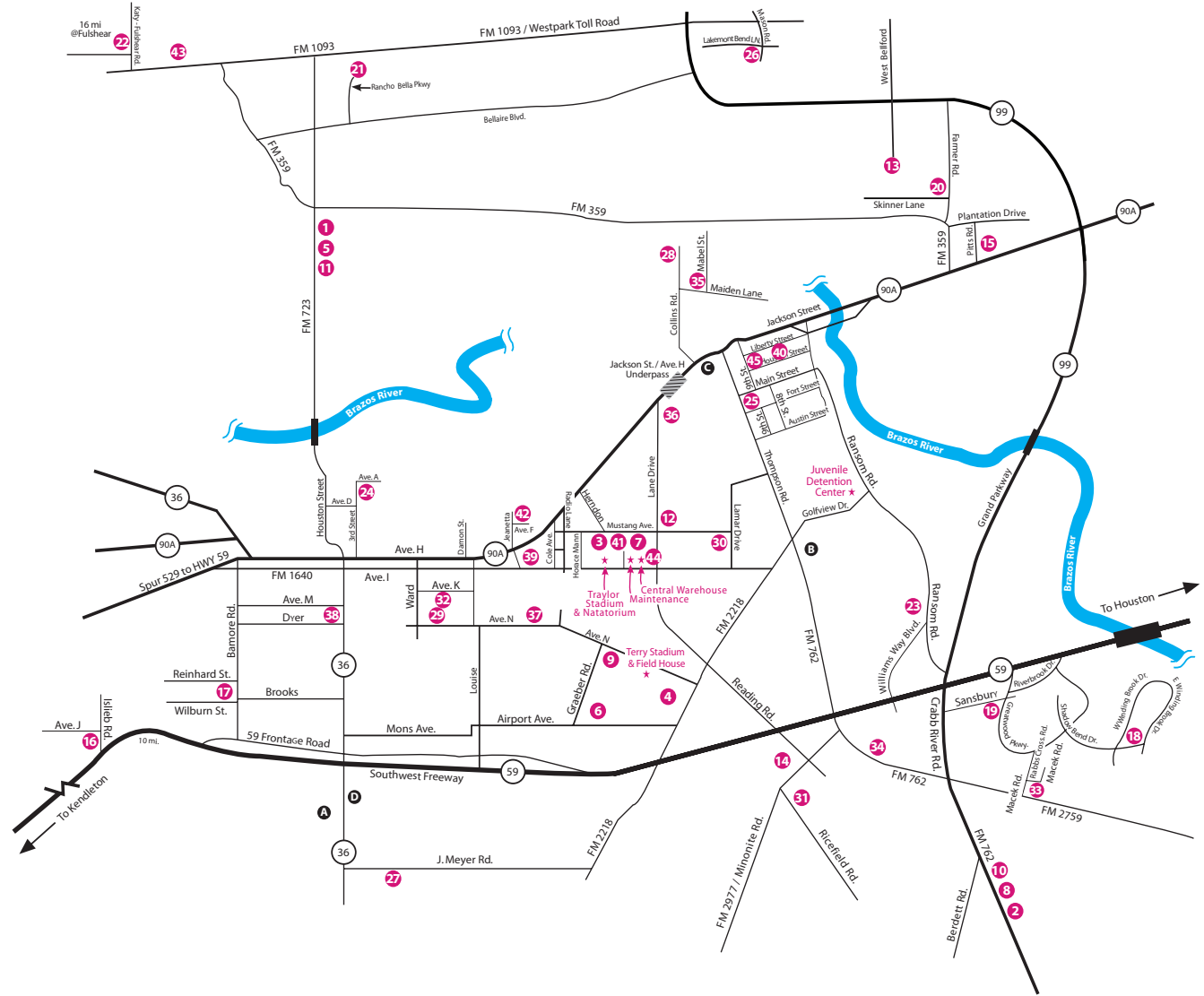
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

ELEMENTARY SCHOOLS

- 13 Adolphus Elementary 832-223-4700
- 14 Arredondo Elementary 832-223-4800
- 15 Austin Elementary 832-223-1000
- 16 Beasley Elementary 832-223-1100
- 17 Bowie Elementary 832-223-1200
- 18 Campbell Elementary 832-223-1300
- 19 Dickinson Elementary 832-223-1400
- 20 Frost Elementary 832-223-1500
- 21 Hubenak Elementary 832-223-2900
- 22 Huggins Elementary 832-223-1600
- 23 Hutchison Elementary 832-223-1700
- 24 Jackson Elementary 832-223-1800
- 25 Long Elementary 832-223-1900
- 26 McNeil Elementary 832-223-2800
- 27 Meyer Elementary 832-223-2000
- 28 Pink Elementary 832-223-2100
- 29 Ray Elementary 832-223-2400
- 30 Smith Elementary 832-223-2300
- 31 Thomas Elementary 832-223-4600
- 32 Travis Elementary 832-223-2500
- 33 Velasquez Elementary 832-223-2600
- 34 Williams Elementary 832-223-2700

DISTRICT FACILITIES/SPECIAL SITES

- 35 Seguin ECC 832-223-2200
- 36 1621 Place 832-223-0950
- 37 Administrative Annex 832-223-0000
- 38 Alternative Learning Center 832-223-0900
- 39 Brazos Crossing Admin Building 832-223-0000
- 40 Common Threads 832-223-0342
- 41 Development Center 832-223-0000
- 42 Fort Bend Alternative School 281-239-3431
- 43 Fulshear Transportation Center 832-223-0551
- 44 Rosenberg Transportation Center 832-223-0289
- 45 Special Needs Center 832-223-0960



INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

During the month of November the following changes were made:

Trainees hired:	12
Full time drivers hired:	2
Bus aides hired:	2
Drivers resigned or terminated	4

Our employee referral and incentive program for recruiting and retaining new drivers has resulted in the following payouts so far:

<u>Initial Payout</u>	<u>6 Month Payout</u>
New Drivers: 34	New Driver: 6
Referred: 16	Referred: 1

ACCIDENTS :

November was a particularly bad month for vehicular accidents in the department. A total of 12 bus accidents occurred in November.

The department has formed an accident review committee that is reviewing each accident, determining whether the accident was preventable or non-preventable, and making recommendations to the director on actions to be taken as a result of the accident.

VEHICLE MAINTENANCE:

The maintenance department responded to a total of 30 breakdowns where the bus needed attention or replacement on the road. Eleven of those required a tow back to the shop. At the time of this report we have a total of 12 buses down for service or repairs.

Working with our shop supervisor and our lead mechanic in Fulshear, we are starting a preventive maintenance program to have all buses inspected by the shop on a regular basis.

The department pumped 25,384 gallons of diesel and 5,092 gallons of gasoline for the month.

ROUTING AND SCHEDULING:

We have the following routes in operation at the present time. A full ABDE route is one route that covers A-morning elementary, B-morning secondary, D-afternoon elementary and E-secondary.

Full ABDE Routes	118
Partial Routes	32
Doubled Routes	9
Special Needs Routes	33

We are transitioning away from double runs and combining them with existing partial runs as we have new drivers come online or where we can through making routing changes.

STUDENT DISCIPLINE:

During the month of November, 312 discipline referrals were submitted. In October there were 310 submitted. November is the first month with a new process on how discipline referrals are handled. All referrals are sent to the school to input into the skyward system. We will continue to compare as we get more data in the coming months. This data will track each referral and the time of response.

Resource Person: Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

INFORMATION ITEM: NAMING NEW SCHOOLS

BACKGROUND INFORMATION:

Board Policy CW (LOCAL) states, “The responsibility for naming facilities rests with the Board.”

Attached you will find an updated timeline for consideration and approval of names for the new Lamar CISD schools approved in the November 2014 Bond Election.

Resource Person: Mike Rockwood, Executive Director of Community Relations

Tentative Timeline for Naming New Schools

November 2014 Bond Referendum Elementary #24, Elementary #25, Elementary #26, Elementary #27, Elementary #28 and Middle School #5

January 4, 2016	Nomination form sent to public and media
February 5, 2016	Deadline for submitting nominations
February 18, 2016	Booklet with all nominations and back-up information distributed to the Board for review
March 22, 2016	Public Hearing on nominations
April 21, 2016	Board Approval

INFORMATION ITEM: DEMOGRAPHIC REPORT REVIEW

Our demographer, Population and Survey Analysts (PASA) provides a demographic report every February to keep the Board of Trustees and administrators up to date on growth projections.

The 2015 report showed Lamar CISD to be the second-fastest growing district, among districts with more than 20,000 students.

PASA's projections for enrollment are annually within a percentage point of accuracy.

The attached document highlights PASA projections versus actual enrollment over the past few years. You will also find the Elementary Long-Range Planning summaries for 2014 and 2015. While PASA can estimate enrollment numbers with remarkable accuracy, the areas with the fastest growth will shift from year to year.

Our two most recent Elementary Long-Range Planning summaries highlight this.

Ultimately, the District uses these projections as a planning guide for bond programs, while also striving to keep a low financial burden on taxpayers.

Resource Person: Mike Rockwood, Executive Director of Community Relations

Projected Enrollment

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
2009-10 Study	24,746	25,749	26,934	28,317	29,795	31,542	33,582	35,646	37,943	40,417					
2010-11 Study		25,416	26,275	27,207	28,246	29,616	31,226	33,034	34,960	37,007	39,207				
2011-12 Study			25,975	26,708	27,521	28,501	29,643	31,070	32,709	34,505	36,414	38,405			
2012-13 Study				26,991	27,879	28,786	29,933	31,288	32,854	34,572	36,478	38,559	40,817		
2013-14 Study					28,141	29,170	30,362	31,737	33,396	35,215	37,241	39,412	41,735	44,218	
2014-15 Study						29,531	30,796	32,251	34,079	36,115	38,331	40,776	43,555	46,559	49,819
Enrollment on PEIMS Snapshot Date	24,637	25,278	26,135	27,081	28,332										

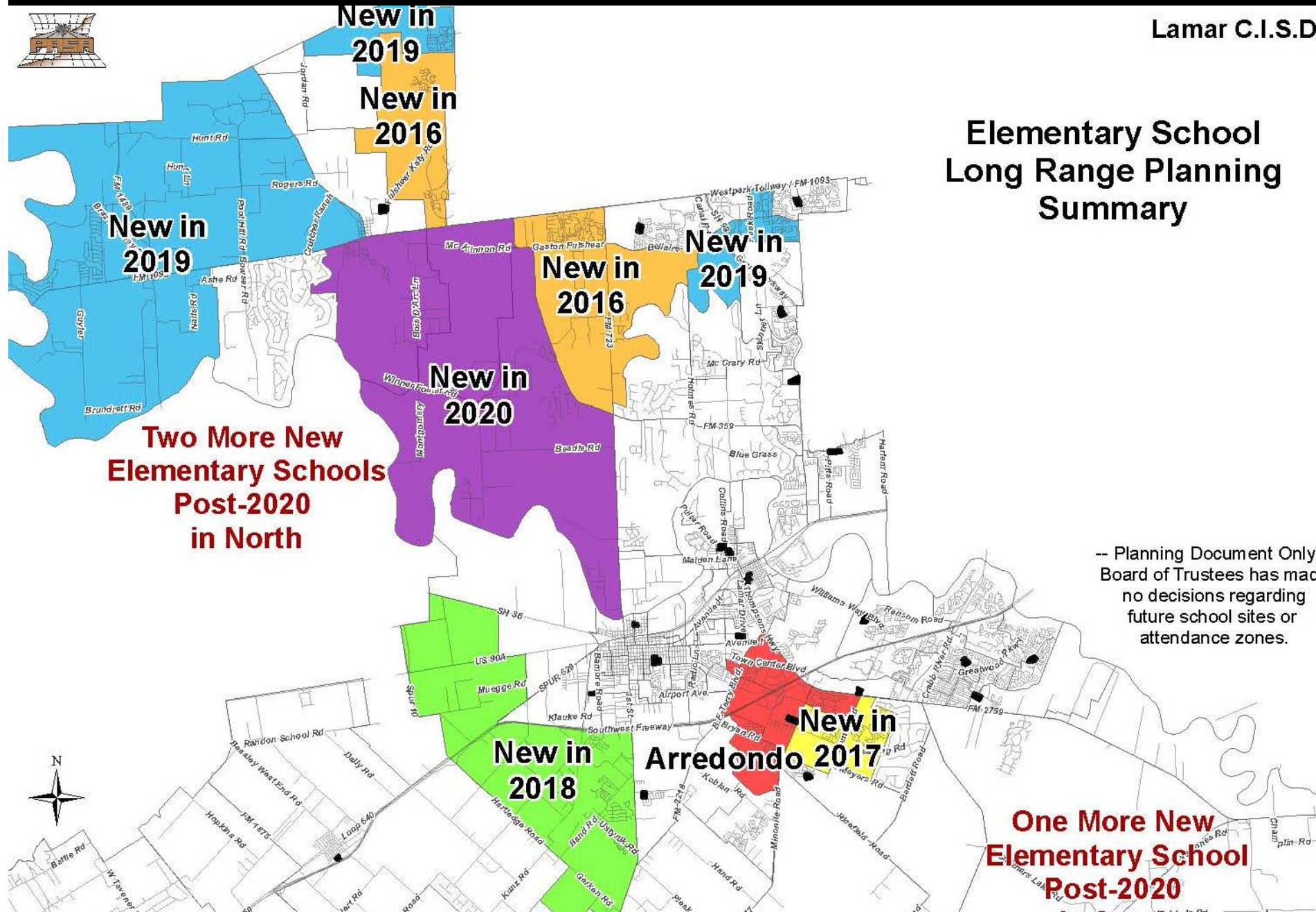
Difference Between Projections and Enrollment

	2010-11	2011-12	2012-13	2013-14	2014-15
2009-10 Study	-0.4%	-1.8%	-3.0%	-4.4%	-4.9%
2010-11 Study		-0.5%	-0.5%	-0.5%	0.3%
2011-12 Study			0.6%	1.4%	2.9%
2012-13 Study				0.3%	1.6%
2013-14 Study					0.7%

2015 Elementary Long Range Planning

Lamar C.I.S.D.

Elementary School Long Range Planning Summary



Two More New Elementary Schools Post-2020 in North

-- Planning Document Only --
Board of Trustees has made no decisions regarding future school sites or attendance zones.

One More New Elementary School Post-2020

2014 Elementary Long Range Planning Summary

