

**LAMAR CISD BOARD OF TRUSTEES**  
**REGULAR BOARD MEETING**  
**BRAZOS CROSSING ADMINISTRATION BUILDING**  
**3911 AVENUE I, ROSENBERG, TEXAS**  
**MARCH 25, 2021**  
**7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. Lamar CISD Police Department
  - B. Resolution from State Representative Jacey Jetton
4. Introductions
5. Public Comment
6. Approval of minutes
  - A. February 18, 2021 - Regular Board Meeting 5
  - B. February 22, 2021 - Special Meeting 11
  - C. February 23, 2021 - Special Meeting 13
7. Board members reports
  - A. Meetings and events
8. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
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    2. Consider approval for the District to apply for a missed school days attendance waiver to the Texas Education Agency 17
    3. Consider approval for the District to apply for a waiver for additional staff development minutes 18
    4. Consider approval of Memorandum of Understanding with Texas State Technical College 19
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11.	<b>CLOSED SESSION</b>	
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.	217
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- f. Superintendent Evaluation
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

**Action on Closed Session Items**

**Future Agenda Items**

**Upcoming Meetings and Events**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On this 12th day of March 2021 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

## 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 18<sup>th</sup> day of February 2021, 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. Meetings of the Board are normally held at 3911 Avenue I, Rosenberg, Texas; **however, this meeting was conducted by video and audio conference due to inclement weather.** A quorum of members of the Board participated in the meeting and was audible to the public.

#### 1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mrs. Joy Williams, at 7:00 p.m.

#### Members Present:

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

#### Others Present:

Thomas Randle	Superintendent
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
Chad Jones	Director of Digital Learning
Rick Morris	Attorney

#### BUSINESS TRANSACTED

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

#### 2. OPENING OF MEETING

A moment of silence was observed, and the pledge of allegiance and pledge to the Texas Flag were recited.

#### 3. RECOGNITIONS/AWARDS

None

#### 4. PUBLIC COMMENT

None.

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**5. APPROVAL OF MINUTES**

- A. JANUARY 19, 2021 - SPECIAL MEETING (WORKSHOP)**
- B. JANUARY 21, 2021 - REGULAR BOARD MEETING**

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of January 19, 2021 Special Meeting (Workshop) and January 21, 2021 Regular Board Meeting. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Danziger attended Foster High School’s presentation of “Ghost”. She also attended the Tamarron Elementary School dedication.

Mr. Hunt reported the Policy Committee met and there was discussion on a few items and those items will be updated. He attended the Morgan Elementary public input meeting and thanked the Attendance Boundary Committee for all their hard work.

Mr. Welch attended the Tamarron Elementary School dedication. He also toured the Fulshear Transportation facility.

Mrs. Williams attended the Tamarron Elementary School dedication. She also attended the Gulf Coast Area Association of School Boards meeting.

**7. SUPERINTENDENT REPORTS**

- a. Meetings and Events**
- b. Information for Immediate Attention**

Dr. Randle thanked Chris Juntti and the Support Services team and everyone else that is working to deal with the issues at the schools after the ice storm.

**ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1 – 8. A-2; 8. B-1 – 8. B-2; 8. B-4 – 8. B-14; and 8. C-1**

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

**8. A GOAL: INSTRUCTIONAL**

**8. A-1 Approval for District to apply for a waiver for modified schedule for state assessment days**

Approved the submission of an expedited waiver for a modified schedule for state assessment days to the Texas Education Agency.

**8. A-2 Approval for safe and supportive school plan for threat assessments**

Approved the recommended plan for conducting Threat Assessments and the creation of District and Campus based Threat Assessment Teams.

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**8. B GOAL: PLANNING**

**8. B-1 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

**8. B-2 Approval of budget amendment requests**

Approved budget amendment requests. (See inserted pages 41-A – 41-B.)

**8. B-4 Approval of catering and banquet services**

Approved all vendors who responded to the proposal for catering and banquet services for the District.

**8. B-5 Ratification of donations to the district, including, but not limited to:**

- a. Adolphus Elementary School**
- b. Huggins Elementary School**
- c. Velasquez Elementary School**

Ratified donations to the District.

**8. B-6 Approval of resolution proclaiming:**

**a. Diagnosticians' Week**

Approved the attached resolution proclaiming March 1-5, 2021 as Texas Educational Diagnosticians' Week in the Lamar Consolidated Independent School District. (See inserted page 41-C.)

**b. Texas Public Schools Week**

Approved the attached resolution proclaiming the week of March 1 - 5, 2021 as Texas Public Schools Week in the Lamar Consolidated Independent School District. (See inserted page 41-D.)

**8. B-7 Approval of purchase of temporary classrooms**

Approved the purchase of eighteen (18) temporary double classroom buildings, along with related infrastructure, supplies, and equipment in an amount not to exceed \$3,600,000.

**8. B-8 Approval of new bus purchase**

Approved the purchase of eight new 77-passenger buses, two new 39-passenger lift buses, and the BuyBoard purchasing cooperative fee in the amount of \$1,152,292 from Thomas Bus Gulf Coast.

**8. B-9 Adoption of the 2021-2022 Student/Staff Instructional Calendar**

Approved the student/staff instructional calendar for 2021-2022, as recommended by the Districtwide Student Improvement Council (DSIC).

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**8. B-10 Approval of Lamar CISD Attendance Boundary Committee recommendations for Morgan Elementary**

Approved the Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Morgan Elementary and to allow exceptions for 5th-grade students for the 2021-2022 school year, as presented.

**8. B-11 Approval of moving services for Terry High School additions and renovations**

Approved Roadrunner Moving for providing moving services for Terry High School additions and renovations in the amount of \$35,702. (See inserted pages 42-A – 42-C.)

**8. B-12 Approval of HVAC test and balance for Fletcher Morgan, Jr. Elementary School**

Approved Engineered Air Balance for the HVAC test and balance service for the HVAC Web Controls at Fletcher Morgan, Jr. Elementary School in the amount of \$111,710 and authorized the Board President to execute the agreement. (See inserted page 42-D.)

**8. B-13 Approval of deductive change order and final payment for the Traylor Stadium press box project**

Approved the deductive change order in the amount of \$63.54 and final payment of \$218,502.80 to Bass Construction for the construction of the Traylor Stadium press box and authorized the Board President to sign the change order. (See inserted page 42-E.)

**8. B-14 Approval of HVAC test and balance for change order #1 for Dr. Thomas E. Randle High School shell space**

Approved Engineered Air Balance for the HVAC test and balance service change order #1 in the amount of \$16,285 for the HVAC testing and balancing for the construction of the shell space build-out space approved in the 2020 Bond referendum and authorized the Board President to sign the change order. (See inserted page 42-F.)

**8. C GOAL: TECHNOLOGY**

**8. C-1 Approval of Interactive Flat Panels, Installation Hardware and Services, and Electrical work**

Approved the purchase of Interactive Flat Panels (IFP), televisions, installation hardware and services, and electrical work in the amount of \$491,326.05.

**8. B GOAL: PLANNING**

**8. B-3 Consider approval of Resolution Expressing Intent to Finance Expenditures To Be Incurred**

It was moved by Mr. Hunt and seconded by Ms. Danziger that the Board of Trustees approve the attached Resolution Expressing Intent to Finance Expenditures To Be Incurred in an amount not to exceed \$30,500,000.

Mr. Hunt asked for an explanation of this item. Ms. Ludwig said this is a stop gap measure, the order for the sale of the 2020 bonds will be brought to the Board next month. In the meantime, there are a few projects that they would like to start on and in order to incur contracts we need to potentially use general funds. Once the sale of the Bonds closes the general fund will be reimbursed.

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The motion carried unanimously. (See inserted page 43-A – 43-C.)

**9. INFORMATION ITEMS**

**9. A GOAL: INSTRUCTIONAL**

**9. A-1 School logos for Dr. Thomas E. Randle High School and Harry Wright Junior High School**

**9. B GOAL: PLANNING**

**9. B-1 Board Policies for First Reading**

**9. B-2 Demographic Update**

**9. B-3 Tax Collection Report**

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

**9. B-5 Bond Update**  
**a. 2014**  
**b. 2017**

**9. B-6 School Resource Division Update**

**9. B-7 TASB 2020-2022 Advocacy Agenda**

**ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 55.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:**

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

The Board adjourned to Closed Session at 7:25 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 7:51 p.m.

**10. A-1(e) Consider employment of Campus Coordinator for Fulshear High School**

It was moved by Mr. Hubenak and seconded by Ms. Kaminski that the Board of Trustees approve the recommendation of Nicholas Codutti as the Campus Coordinator for Fulshear High School. The motion carried unanimously.

**10. A-1(f) Consider employment of Campus Coordinator for Randle High School**

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees approve the recommendation of Brian Randle as the Campus Coordinator for Randle High School. The motion carried unanimously.

**10. A-1(g) Consider employment of Principal for Lamar Junior High School**

It was moved by Ms. Danziger and seconded by Ms. Bronsell that the Board of Trustees approve the recommendation of Gregory Tielke as the Principal for Lamar Junior High School. The motion carried unanimously.

**10. A-1(f) Consider employment of Principal for Velasquez Elementary School**

It was moved by Mr. Hunt and seconded by Ms. Danziger that the Board of Trustees approve the recommendation of Dr. Sherri Henry as the Principal for Velasquez Elementary School. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

None

**UPCOMING MEETINGS AND EVENTS**

Meetings next week with JG Consulting

**ADJOURNMENT**

The meeting adjourned at 7:55 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Signed:

\_\_\_\_\_  
Joy Williams  
President of the Board of Trustees

\_\_\_\_\_  
Joe Hubenak  
Secretary of the Board of Trustees

**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 22<sup>nd</sup> day of February 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special 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, Mrs. Joy Williams, at 6:03 p.m.

**Members Present:**

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

**Others Present:**

James Guerra	JG Consulting
Alton Fraley	JG Consulting

**BUSINESS TRANSACTED**

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

**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. Superintendent Search – Review Superintendent Candidates

**Minutes of Special Board Meeting February 22, 2021 – page 46**

The Board adjourned to Closed Session at 6:04 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 9:07 p.m.

**ADJOURNMENT**

The meeting adjourned at 9:07 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Joy Williams**  
**President of the Board of Trustees**

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**Joe Hubenak**  
**Secretary of the Board of Trustees**

**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 23<sup>rd</sup> day of February 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special 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, Mrs. Joy Williams, at 6:00 p.m.

**Members Present:**

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

**Others Present:**

James Guerra                    JG Consulting  
Alton Fraley                      JG Consulting

**BUSINESS TRANSACTED**

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

**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. Superintendent Search – Review Superintendent Candidates

**Minutes of Special Board Meeting February 23, 2021 – page 48**

The Board adjourned to Closed Session at 6:01 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:27 p.m.

**ADJOURNMENT**

The meeting adjourned at 8:27 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Joy Williams**  
**President of the Board of Trustees**

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**Joe Hubenak**  
**Secretary of the Board of Trustees**

## **CONSIDER APPROVAL OF INSTRUCTIONAL MATERIAL RECOMMENDATIONS**

### **RECOMMENDATION:**

That the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in Prekindergarten classrooms in the Lamar Consolidated Independent School District.

### **IMPACT/RATIONALE:**

The 2020-2021 District Instructional Materials Adoption Committee consisted of 28 members approved by the Board of Trustees on November 19, 2020. The Executive Director of Teaching and Learning was a member and chaired the committee consisting of 18 teachers and 10 administrators. Prekindergarten and Early Childhood Special Education teachers reviewed the instructional materials being considered and provided input to the voting Instructional Materials Adoption Committee members.

Samples of all instructional materials up for adoption consideration by Lamar CISD were available in every school in the district that has Prekindergarten and/or Early Childhood Special Education classes, for public inspection and comment. A virtual vendor fair was also held from January 25 – 29, 2021 to allow community members an opportunity to preview materials and provide feedback online.

Attached is a list of instructional materials recommended by the District Committee.

### **PROGRAM DESCRIPTION:**

Proclamation 2021 was issued by the State Board of Education in June 2019 and amended it in January 2020. The adoption of materials under Proclamation 2021 occurred in November 2020 and are scheduled to be available for use beginning in the 2021-2022 school year.

Submitted by: Dr. Terri Mossige, Chief Academic Administrator  
Katie Marchena-Roldan, Executive Director of Teaching and Learning  
Gloria Stewart-Kooper, Director of Bilingual & ESL

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Proclamation 2021 Instructional Materials  
Recommended from the  
State Board of Education List**

<b>Subject</b>	<b>Publisher</b>	<b>Title</b>
Prekindergarten	Scholastic Inc.	PreK On My Way
Bilingual Prekindergarten	Scholastic Inc.	PreK On My Way Español

**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A MISSED SCHOOL  
DAYS ATTENDANCE WAIVER TO THE TEXAS EDUCATION AGENCY**

**RECOMMENDATION:**

That the Board of Trustees authorize the submission of a missed school days attendance waiver to the Texas Education Agency related to the closure of schools from February 15 through February 19, 2021.

**IMPACT / RATIONALE:**

Due to the impact of Winter Storm Uri, Lamar CISD closed on Monday, February 15 and remained closed through Friday, February 19. The District had initially planned to reopen to virtual learning on Tuesday, February 16 and in-person learning on Wednesday, February 17. However, the District remained closed during the entirety of this weather event for the following reasons:

- Most roads in the District were impassable from Monday, February 15 through Wednesday, February 17 due to greater than anticipated accumulations of ice and snow.
- Starting early on Monday, February 15, unprecedented power shortages and ensuing rolling blackouts caused a loss of power and dependent telecommunication services throughout the District. Power and telecommunication services were not fully restored until Friday, February 19.
- Continued blackouts and broken pipes caused a significant loss of water pressure to the municipal utility districts and municipal water systems that serve the District. While most water service was restored by Thursday, February 18, boil water advisories continued for some campuses through February 22.
- Cold temperatures and a lack of consistent power resulted in damage to 21 campuses that had to be repaired before students could safely return. All but one facility was repaired by the time the District reopened on February 22.

Submitted by:       Dr. Terri Mossige, Chief Academic Officer  
                          Dr. Jon Maxwell, Executive Director of Student Programs  
                          Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A  
WAIVER FOR ADDITIONAL STAFF DEVELOPMENT MINUTES**

**RECOMMENDATION:**

That the Board of Trustees approve the submission of an expedited waiver application to allow the District to request a maximum of 2100 additional operational minutes to dedicate to Staff Development activities during the 2021-2022 school year.

**IMPACT/RATIONALE:**

This expedited waiver would allow the District to train instructional staff on various educational strategies designed to improve student performance during 2021-2022 school year.

Districts applying for this waiver may request a maximum of an additional 2100 minutes per academic year to be dedicated to high-quality instructional Staff Development.

**PROGRAM DESCRIPTION:**

Each year, Lamar CISD develops an instructional calendar with Board approval. Starting in 2017-2018, the Texas Education Code defines an academic year as 75,600 minutes of operation per House Bill 2442. This waiver would allow the District to conduct staff development during the 2021-2022 school year without using minutes the District has set aside for inclement weather or teacher workdays.

Submitted by:       Dr. Terri Mossige, Chief Academic Officer  
                          Dr. Jon Maxwell, Executive Director of Student Programs  
                          Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING  
WITH TEXAS STATE TECHNICAL COLLEGE**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding with Texas State Technical College (TSTC) for technical dual credit enrollment for Lamar CISD Career and Technical Education (CTE) students.

**IMPACT/RATIONALE:**

Under this agreement, dual credit opportunities in Automotive Technology, Welding Technology, Precision Machining Technology, HVAC Technology, Cyber Security, and Diesel Technology will remain available to Lamar CISD CTE students through TSTC. As a dual credit partner with TSTC, these programs will continue to be provided at no cost to students and include transportation, which will allow students to earn college credit for postsecondary education while enrolled in high school.

**PROGRAM DESCRIPTION:**

The Career and Technical Education department has had a working relationship with Texas State Technical College (TSTC) since the 2012 school year. TSTC has provided students access to technical courses through its dual credit programs within Lamar CISD classrooms as well as on site at TSTC Ft. Bend.

Submitted by: Dr. Terri Mossige, Chief Academic Officer  
Dr. Jon Maxwell, Executive Director of Student Programs  
Dr. Kayse Lazar, Director of Career and Technical Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Texas State Technical College  
Dual Enrollment  
Memorandum of Understanding**

This Dual Enrollment Memorandum of Understanding (which hereinafter may be referred to as “MOU”) is between **Texas State Technical College**, an institution of higher education and an agency of the state of Texas (which may hereinafter be referred to as the “College” or “TSTC”), the **Lamar Consolidated Independent School District** (which hereinafter may be referred to as the “District”), and the below listed high school(s) which is/are part of the District (which hereinafter may be referred to as the “High School Partner” or collectively as the “High School Partners”). The College/TSTC, the District, and the High School Partner(s) may individually be referred to as a “Party” or collectively as “Parties” to this MOU.

<b>High School Partner</b>	<b>High School CEEB Code</b>	<b>Physical Address (where instruction occurs)</b>	<b>ISD Instructional Formats</b>
BF Terry High School	445997	3911 Avenue I Rosenberg, TX 77471  26706 Southwest Fwy. Rosenberg, TX 77471	Onsite, Offsite, and Online
Foster High School	445856		
Fulshear High School	440009		
George Ranch High School	445862		
Dr. Thomas E. Randle High School	TBD		
Lamar Consolidated	446000		

The Parties enter into this MOU as authorized by Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84(a), and agree as follows:

**OVERVIEW**

The College is committed to serving the students and communities of Texas through collaborative work with High School Partner(s). A major initiative promoting technical education and careers is the **Texas State Technical College Dual Enrollment Program**, which includes the provision of the Dual Credit state program to qualified students. Dual Enrollment agreements will be aligned with the strategic priorities of the District and the College. The College will periodically review matriculation rates and economic development needs of the State of Texas in order to ensure partnerships in place are commensurate with all aforementioned strategic goals.

**DUAL ENROLLMENT MISSION**

In order to prepare students for educational and career success, the purpose and mission of the College is to provide a comprehensive, structured approach (at a four-course minimum) leading to a postsecondary award (Level One Certificate, Level Two Certificate, or Associate of Applied Science degree) at Texas State Technical College. This design allows students the opportunity to obtain developmentally appropriate CTE (Career Technical Education) courses with multiple entrance and exit

points, or potentially prepares them to test for industry-based certifications. The High School Partner(s) agrees to support College's Dual Enrollment students toward completing their postsecondary program at the College campus after high school graduation, thereby promoting a seamless transition for dual enrollment participants to earn a college award in a high-demand, high-wage field of study. In short, the Dual Enrollment department serves to increase the College's dual credit enrollment and streamline the College's matriculation efforts with the intention of assisting high school students in the successful transition to and acceleration through postsecondary education.

### **MOU PURPOSE**

The purpose of this MOU is to outline the roles and responsibilities of the College, the District and the High School Partner(s). This MOU is an agreement that encompasses all programs and initiatives under the College's Dual Enrollment program, as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

### **KEY COMPONENTS OF THIS MOU**

Upon execution of this MOU, the **College** agrees to:

1. Provide the High School Partner(s) with pathway offerings that are reflective of regionally based industry needs, in partnership with the College's Career Services and Workforce Training offices.
2. Support the High School Partner(s) by way of College recruitment presentations, consultations and informational meetings for all students at High School Partner(s) locations throughout the school year and for the purpose of matriculation into the College, with the intention of helping to place students in high-demand, high-wage jobs.
3. Post a copy of this MOU to the College's website at [de.tstc.edu](http://de.tstc.edu) and, upon completion of this document, provide a copy for the High School Partner(s) to post to the District's website.

Upon execution of this MOU, the **High School Partner(s)** agree(s) to:

1. Complete Pathway Offering Form, attached hereto as EXHIBIT A.
2. Adhere to the College's deadlines as outlined below. The College requires the High School Partner(s) to follow all College enrollment procedures and guidelines for dual credit students.

*\*Dates are subject to change*

New Partnership Inquiry Deadline - Letters of Intent	December 18, 2020
New DE Instructor Credentialing Deadline (Application/Documentation Submitted to College) Off-Site Facilities Approval Deadline	March 5, 2021
Final Date to Return 2021-2022 MOU Due Back to College	April 9, 2021
All Student Applications/Documents Due for Fall 2021	July 2, 2021
First Day of Class	August 30, 2021
Official Census Day	September 14, 2021
Midterm Grades Due	October 22, 2021
Last Day to Drop With a "W"	November 12, 2021
End of Fall Semester	December 10, 2021
First Day of Spring Semester	January 10, 2022
Official Census Day	January 25, 2022
Midterm Grades Due	March 04, 2022
Last Day to Drop With a "W"	April 01, 2022
End of Spring Semester	April 29, 2022

3. Welcome the College's Dual Enrollment and Student Recruitment teams to all college and career-related events that occur on the campus(es) of the High School Partner(s).
4. Allow the college to provide a minimum of two Student Recruitment presentations (one per semester) to all District high school students, on the high school location of the High School Partner(s).
5. Coordinate with the College regarding Dual Enrollment presentations throughout the academic year on a predetermined basis (fall and spring) to include both application and registration drives, in addition to other presentation format options.
6. Notify the College of any special Texas Education Agency designation plans, where College would be considered a partner in delivery, a minimum of 30 days prior to application submission, and have the College play an active role in the planning phase required to secure designation.
7. Provide the College with sufficient notification to review the College's obligations and obtain necessary approvals for a proposed partnership for all grant applications. A copy of the proposal

and/or a detailed statement of work must be provided to the College a minimum of thirty (30) days before the grant application is due. The College will provide a written response (approval or disapproval) within two weeks of receipt of the request and the appropriate documentation.

8. Post a copy of this MOU to the District's website.

## **ACADEMIC POLICIES AND ENROLLMENT PROCEDURES**

Academic policies and procedures applicable to regular College courses and students will also apply to dual credit courses. Academic policies can be found in the TSTC Statewide Operating Standards (SOS) and TSTC Catalog and Student Handbook, which are published and available on the College website at [www.tstc.edu](http://www.tstc.edu). Specifically, students are to abide by the Rules and Regulations set forth in the aforementioned College Catalog and Student Handbook for the current academic year.

## **METHOD OF DELIVERY AND LOCATION OF CLASS**

Courses may be delivered utilizing the method mutually determined by the College and the High School Partner(s), which may include the following:

- (1) Delivery at the High School Partner(s)'s campus utilizing a certified high school teacher credentialed and employed as a College Dual Enrollment Instructor (DE Instructor) who meets TSTC faculty credential requirements as defined in Statewide Operating Standard (SOS) ES 1.11 Faculty Credentials; or
- (2) Delivery on the College's campus utilizing College Instructors whereby students are integrated into traditional course section offerings or
- (3) Delivery online utilizing a College Instructor; or
- (4) Delivery online utilizing a College Dual Enrollment Instructor.

Dual enrollment classes not taught on a College campus or during regular class hours may include but are not limited to:

- (1) Distance Education: Distance education courses will encompass online, hybrid, and blended courses as stated in the College's **Statewide Operating Standard ES.2.20** <http://www.tstc.edu/governance/es>. Dual enrollment students participating in classes delivered online by the College are not required to be present on-site to access such instruction. Online courses that are delivered 100% online are accessible at any time or location where a student has a computer and internet access. College courses delivered 100% online must be offered by the College instructor and are not eligible for off-site credentialing; or
- (2) Special technical programs approved to run outside the designated block time; or
- (3) Courses taught at high school, face-to-face.

*Please note: Some programs may be offered through non-traditional modalities such as course-based, Competency-Based Education (CBE). We refer to our CBE initiative as Performance-Based Education (PBE).*

## **ELIGIBLE COURSES**

Courses offered by the College are developed based on the guidelines published in the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of

the College and approved for dual credit by the College's applicable instructional department and College Dual Enrollment Office. Remedial or continuing education courses will not be offered for dual credit. The College does not offer concurrent enrollment to high school students, except where Individual Approval is met, as stated in the College's **Statewide Operating Standard ES.4.07, Admission of Students (<http://www.tstc.edu/governance/es>)**.

The College technical dual enrollment pathway courses are designed for students to matriculate to the College upon high school graduation for program completion. The College's courses may also transfer to other institutions.

- a) The number of courses in a dual credit technical program pathway offered at a High School Partner(s)' off-site location/campus will be monitored and approved on an annual basis by the College's Curriculum Committee. The College must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before the implementation of a Dual Enrollment program offered at a high school in compliance with the College's **SOS GA.1.23 Substantive Change. (Substantive Change for SACSCOC Accredited Institutions, Policy Statement)**. *Please note: Timeline of completion for this process can take up to one year.*
- b) High School Partner(s) wishing to add new dual credit technical pathways to their existing Pathway Offering form must submit their request in writing to the Dual Enrollment Office no later than May 1, 2021, for Academic Year 2021-2022 implementation.

## **FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION AND EVALUATION**

The College has established an approval process for selecting and/or approving qualified faculty to teach dual credit courses. Faculty applying to teach in the Dual Enrollment Program must meet the credential requirements as stated in the College's **Statewide Operating Standard ES.1.11, Faculty Credentials (<http://www.tstc.edu/governance/es>)**, which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a **completed employment application, curriculum vitae (CV) or résumé and copies of transcripts and/or industry certifications**) to the College Department of Student Learning via the Success Factors System. *(Note: this will be changing in January of 2022 to Workday).*

The College will ensure that College Faculty teaching dual enrollment courses have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Instructor member will be supervised by the College's respective Department Chair, or designee, and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance with the standards established by the state of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

In the event of an investigation of a personnel matter, the College and the High School Partner(s) will work collaboratively and in a timely manner share any and all information necessary.

**Employment with College is contingent upon the following:**

- The College complies with the Immigration Reform and Control Act; all positions are contingent upon proof of eligibility to accept employment in the United States. Documentation of eligibility must be provided within 72 hours of application.

- Satisfactory evaluation of references and required criminal background checks.
- Satisfactory results of pre-employment medical exam (drug screen only).
- Continued employment is contingent on the required approval, availability of funding, satisfactory performance assessment, and a continued need for the position in the College department.
- Employees are held responsible for ensuring that **official** transcripts are received by the College no later than his or her 30th day of employment. Failure to do so could result in termination of employment.
- Submission of a completed application, along with required documentation, must be done no later than March 5, 2021.
- Continued employment is contingent on an executed MOU with the District and High School Partner.

College Dual Enrollment instructors will receive stipend pay to be paid out monthly over the duration of the courses offered and instructed according to course start and end dates. The 2021-2022 stipend system is as follows:

<b>Dual Enrollment Instructor Stipend</b>	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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**High School Partner(s) and Dual Enrollment Instructor Expectations:**

- a) The Dual Enrollment Instructors will follow current College procedures to ensure students attending/participating in the course are officially listed on the roster by the show/no show date. Any student not on the roster by the 11th day of class (Census Day) will not be enrolled in the course.
- b) The Dual Enrollment Instructor will report to the designated College faculty member for the program with which he or she is associated. The Dual Enrollment Instructor will work with the designated Statewide Department Chair for instructional support, guidance and credential submission.
- c) Dual Enrollment Instructors will submit required reporting documents through the designated Learning Management System and WebAdvisor (such as: submission of midterm and final grades and validation of rosters) in accordance with all timelines and due dates. Faculty will attend an annual online training, as required by the College, an annual Faculty Orientation administered by the Office of Dual Enrollment, and submit required credentials (CV and syllabus) accordingly. DE Instructors/Faculty must comply with HB 2504 and submit the required curriculum vitae (CV) and the course syllabus by the appropriate deadline each semester, by using the Syllabus Application available on the College Portal.  
  
*Please note: If annual training is not completed by the Dual Enrollment Instructor prior to the first day of class, the associated pathway will not be offered to the High School Partner(s).*
- d) The High School Partner(s) will allow release time from high school duties for Dual Enrollment Faculty to complete faculty training required by the College.

- e) High School Partner(s)' are required to enroll a minimum of 10 College Dual Enrollment students for each offsite section offered at the High School Partner(s)' request. Additionally, staffing and facility availability will determine course offerings and section capacity for all modes of delivery.
- f) In order to ensure instructional needs are met, the High School Partner(s) will notify the College's Dual Enrollment staff of any Dual Enrollment Instructor personnel changes ninety (90) days prior to the first day of the dual credit section. Any sections with changes in High School personnel within ninety days of the first day of class may be subject to cancellation.
- g) In order to ensure instructional needs are met, if any staffing personnel changes occur due to extended leave, the High School Partner(s) are required to notify the Dual Enrollment Office immediately.
- h) The rigor of college-level course work can often require additional time outside of class in order to meet all course learning objectives and outcomes; therefore, Dual Enrollment Instructors should encourage students to allow a sufficient amount of time to complete out-of-class work assignments.
- i) When issuing grades, Dual Enrollment Instructors are not permitted to alter the earned College letter grade scale, which may differ from the High School Partner(s)' numeric grade scale.
- j) Dual Enrollment students are expected to meet the required number of contact hours per semester in courses offered at the High School Partner(s)' location.

## **FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT**

### **Facilities**

The High School Partner(s) will work with the College to ensure that the High School Partner(s)'s facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner(s) will ensure that College faculty and dual enrollment students have appropriate access to all available instructional resources and essential technology. All required textbooks and supplies must be acquired by the ISD or student prior to first day of class
- 2) High School Partner(s) shall permit access to the College's electronic learning resources when the course is taught at the High School Partner(s); and
- 3) High School Partner(s) offering courses shall meet the laboratory safety standards and have material/equipment that comply with College program requirements.
- 4) High School Partner(s) will ensure the safety and security of the High School facilities where said dual enrollment classes are held on High School leased or owned property.
- 5) The College will ensure the safety and security of the College's facilities where said dual enrollment classes are held on College leased or owned property.

### **Teaching Environment**

The High School Partner(s) are responsible for designating a classroom and lab space conducive to college-level learning, as required for dual credit courses taught face-to-face at the high school.

**Enrollment**

**The High School Partner(s) will designate one High School Contact responsible for:**

- 1) guiding students in the selection of one pathway from the list of programs agreed upon between the High School Partner(s) and the College in the Pathway Offering Form. The enrollment in multiple pathways is not permitted; and
- 2) coordinating and tracking submission of all required documents for admissions and registration; and
- 3) submitting of all required documents for admission and registration to the assigned Dual Enrollment Recruiter by July 1, 2021; and
- 4) adhering to all established College deadlines, policies and procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- 5) coordinating visits to the closest College campus to receive their Student Identification card and tour the facilities
- 6) working in collaboration with the College's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and program improvements; and
- 7) attending the College's annual Dual Enrollment Counselor Update; and
- 8) supporting dual enrollment students in communication with their instructors in an effort to encourage self-advocacy and the heightened responsibility as a college student.

High School Contact Name:	<u>KAYSE LAZAR</u>
Email Address:	<u>KAYSE.LAZAR@LCISD.ORG</u>
Phone Number:	<u>(832) 223-0128</u>

**The College will designate one Dual Enrollment Recruiter responsible for:**

- 1) coordinating and tracking submission of all required documents for admissions and registration from the High School Partner(s); and
- 2) submitting documents from High School Partner(s) for admission and registration to the Office of the Registrar; and
- 3) working with the High School Partner(s)' designated Dual Enrollment contact to schedule and perform Application and Registration Drives, and pathway offering presentations.

**COURSE CURRICULUM, INSTRUCTION, AND GRADING**

High School Partner(s) that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

**a) Academic Instructional Calendar**

Dual Credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner(s). The delivery of courses are subject to change based on curriculum and program updates relative to the modality of instruction.

*Note: Closing a mode of delivery option at DE sites approved to offer 50% or more of a program is subject to SACSCOC approval prior to implementation.*

**b) Monitoring Instruction**

High School Partner(s) will work with the College so that College personnel will have the opportunity to monitor the quality and rigor of instruction in compliance with the College course syllabus and the standards established by the state of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the High School Partner(s). The Student Learning designee must conduct a faculty evaluation. The evaluation and training shall include, but not be limited to:

- Coordinated check-ins with the Student Learning designee (face-to-face or online);
- A College end-of-semester course and instructor evaluation completed by students sent to their mymail@tstc.edu email account; and
- A mandatory yearly instructor orientation/training session for all DE instructors, offered online during the month of August.

**c) Books and Supplemental Materials**

The High School Partner(s), or student if the High School Partner(s) designates, will be responsible for obtaining the correct editions of required textbooks, tools, software and/or supplies **on or before the first day of the college class**. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., SkillsUSA), chaperone expenses, etc., will be the responsibility of the High School Partner(s). Textbooks, materials, and supplies are available for purchase through the College bookstore at [http://www.tstc.edu/student\\_life/bookstore](http://www.tstc.edu/student_life/bookstore).

Each semester, the Dual Enrollment Office will share the upcoming semester textbook and additional materials requirements with the High School Partner(s). A list of required materials will be provided by the DE office and posted on the DE website at [de.tstc.edu](http://de.tstc.edu), under the Resources tab.

Some programs use digital textbooks from a third-party platform that is built into the online Learning Management System. The District will receive a separate invoice reflecting the cost of the textbook.

*Please note: Failure to be prepared for class could result in the student's removal from the course and may impact future execution of partnership agreements with the High School Partner(s).*

**d) Grading Procedures**

All Dual Enrollment Faculty will follow the College grading system as stated in the College's **Statewide Operating Standard ES.4.07, Grading System** (<http://www.tstc.edu/governance/es>) as well as the grading criteria in the department-approved syllabus. A student must earn a grade of C or better in a WECM course to pass.

**Note:** Performance-Based Education (PBE) courses require a grade of B or better to pass and enroll in the next course.

**e) College-Level Coursework**

The rigor of college-level coursework can often require time outside of class for the students to meet course learning objectives and outcomes.

**f) Student Drops/ Withdraws**

Students are responsible for notifying their high school counselor and Dual Enrollment Representative if they are wanting to withdraw from their course(s). Students are required to sign

and submit a signed Course Schedule Change form to their counselor and Dual Enrollment Representative by the pre-established due date in order to be formally dropped from their enrolled course(s). Students who drop after the refund period will still incur the dual enrollment tuition fee in accordance with **Statewide Operating Standard FA 1.9, Refund of Tuition and Fees** (<http://www.tstc.edu/governance/fa>).

**g) Learning and Library Resources**

All dual enrollment students and DE instructors have access to the College's learning and library resources via the Learning Resource Center ([http://tstc.edu/student\\_life/learningresource](http://tstc.edu/student_life/learningresource)). Students will receive regular and timely instruction in the use of the library and other resources.

**h) Student Grievances/Complaints**

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students, including those enrolled in dual credit courses. Dual enrollment students with grievances or complaints shall follow the procedures as stated in the College's **Statewide Operating Standard ES.3.24, Student Grievances & Complaints** (<http://www.tstc.edu/governance/es>) as published in the College Catalog and Student Handbook.

## **STUDENT ELIGIBILITY**

The College requires High School Partner(s) to follow all College enrollment procedures and guidelines for dual enrollment students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's **Statewide Operating Standard ES.4.07, Admission of Students** (<http://www.tstc.edu/governance/es>).

The Texas Success Initiative (TSI) is a program designed to assess students' readiness for postsecondary coursework and provide appropriate interventions, services and instructional activities to prepare students for success in college-level courses. Dual Enrollment students must take the TSI assessment prior to enrolling with the College unless otherwise exempt or waived.

## **COMPOSITION OF CLASS**

Dual credit courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85.

The High School Partner(s) may not enroll both dual credit and non-dual credit students in the same section, unless the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- a) If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course; or
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c) If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

## **CAMPUS ACTIVITY AND TRANSPORTATION**

The College assumes no obligation or responsibility for the transportation of students to or from the College's campus or any other training facility. Students that have a free period while on the College's campus will not be monitored. The High School Partner(s) shall hold harmless the College for any death, personal injury, property damage and/or campus disruption caused by High School Partner(s) personnel or students. The College is not responsible for High School Partner(s)' students who leave the College's grounds.

## **STUDENT RIGHTS AND RESPONSIBILITIES**

Dual enrollment students must abide by the Code of Student Conduct outlined in the current College Catalog and Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action on the high school side. Dual Enrollment students attending classes on the College's campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student conduct violations will be handled through the Code of Student Conduct, ***Statewide Operating Standard ES 3.23, Student Rights and Responsibilities*** (<http://www.tstc.edu/governance/es>).

Enrolled students will be granted access to both WebAdvisor and Learning Management System platforms as well as grades, transcripts, and other College resources.

## **STUDENT SUPPORT SERVICES**

The College and the High School Partner(s) will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. The College is responsible for ensuring timely and efficient access to Student Support Services. Services such as these may require a signed student and/or parent consent form to receive services.

The College will adhere to and comply with current College policies and procedures, and federal, state and local laws, that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner(s) agree that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504, subpart E, and will adhere to the College's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

The High School Partner(s) agree that classes in which high school credit is awarded, the ADAAA and Section 504, subpart D, accommodations will be the responsibility of the High School Partner(s). If an accommodation fundamentally alters the course, college credit will not be awarded.

Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

Students with disabilities who require accommodations will be required to self-disclose with the College's Access and Learning Accommodation Office.

All dual enrollment students have access to supplemental instruction and tutoring services provided by TSTC's Office of Student Success. Students are responsible for contacting the office for services as needed.

It is the responsibility of the dual enrollment students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the dual enrollment students. Further, High School Partner(s), the dual enrollment students, their parents/legal guardians or sponsoring agents will hold the College harmless and waive any claims, past, current or future, they may have for any death, personal injury, property damage or accidents involving students or visitors while on the College's campus or off-campus instructional site locations.

### **PATHWAYS ALIGNMENT**

The College will offer a suggested crosswalk for the alignment of High School endorsements, dual credit courses, postsecondary pathways, credentials at the institution, and industry certifications.

### **TRANSCRIPTION OF CREDIT**

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner(s) agree to evaluate the learning objectives to be achieved by students completing the College's dual credit college courses and to transcribe credit on the student's high school transcript accordingly.

### **ARTICULATED CREDIT**

The College does not offer articulated credit as an alternative to dual credit to the High School Partner(s).

### **FINANCE AND FUNDING**

#### ***a) Tuition and Fees***

Dual enrollment courses are offered at a reduced tuition waiver and fee rate of \$33.00 per credit hour. Refunds will follow ***Statewide Operating Standard FA 1.9, Refund of Tuition and Fees*** (<http://www.tstc.edu/governance/fa>). Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

#### ***b) Refund Schedule***

Students enrolled in semester credit hour courses who drop a class or withdraw from school prior to the first class day shall receive a 100 percent refund. Students in semester credit hour courses who officially withdraw from school or drop a course after classes begin shall receive their tuition and fees refunded according to the following schedule, unless the fees are specifically designated as non-refundable:

Length of class term in weeks	Last class day of 70% refund	Last class day for 25% refund
2 or less	2	n/a
3	3	4
4	4	5
5	5	6
6	6	7
7	7	9
8	8	10
9	9	11
10	10	12
11	11	14
12	12	15
13	13	16
14	13	17
15	14	19
16 or longer	15	20

**c) Invoicing**

The College will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends on the official census date of the term (11th class day). Student registration for subsequent academic terms will not be completed until payment is received. The High School Partner(s) will designate a Business Accounting Office Contact to work with the College's Student Accounting office regarding invoices.

**\*Please note:** The Business Accounting Office Contact, listed below, will receive the invoices and be responsible for remitting payment to the College.

<p><b>Business Accounting Office Contact Name:</b> <u>Michele Reynolds</u></p> <p><b>Email Address:</b> <u>accounts payable@lcisd.org</u></p> <p><b>Phone Number:</b> <u>(832) 223-0153</u></p>
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## **FERPA**

The Parties agree to maintain the records for all students by all applicable federal, state and local laws. For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the College hereby designates the High School Partner(s) as a school official with legitimate education-related interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records is required by the High School Partner(s) to carry out the functions of the program. The Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The Parties shall not release educational records to any third party without written consent by the affected student.

## **MEMORANDUM OF UNDERSTANDING (MOU)**

Any change to the terms of this MOU must be presented in written form and agreed upon by both the College and the High School Partner(s) at least thirty (30) days before any term or provision may be changed.

## **Force Majeure**

Neither Party to this MOU will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). However, at the sole discretion of the College, the term may be extended in an amount necessary for the College to complete the purposes of this MOU, which delay(s) have been caused by the Force Majeure Occurrence, and during said extension, the High School Partner shall work diligently in accordance with this MOU to complete the purposes of this MOU.

## **TEXAS PUBLIC INFORMATION ACT**

*Notwithstanding any provisions of this MOU to the contrary, the High School Partner(s) understands that the College will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the attorney general of the state of Texas. The College will notify High School Partner(s) of receipt of a request for information related to this MOU. High School Partner(s) will cooperate with the College in the production of documents responsive to the request.*

*High School Partner(s) may request that the College seek an opinion from the attorney general of the state of Texas; however, the College will not honor High School Partner(s)'s request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner(s) will notify the College's Office of General Counsel of any third-party requests for information that was provided by the state of Texas for use in conducting this MOU. This MOU and all data and other information generated or otherwise obtained in the performance of its responsibilities under this MOU may be subject to the Texas Public Information Act. High School Partner(s) is required to make any information created or exchanged with the state pursuant to this MOU, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner(s) agrees to maintain the confidentiality of information received from the state of Texas during the performance of this MOU, including information which discloses confidential personal information, particularly, but not limited to, Social Security numbers.*

**COUNTERPARTS**

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

**EFFECTIVE DATE AND TERM**

The effective date of this MOU is active upon signature of all parties and applies to the **2021-2022 academic year.**

**SIGNATURES**

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

**Texas State Technical College**

26706 Southwest Fwy  
Rosenberg, TX 77471

By:

Date:

\_\_\_\_\_  
Edgar Padilla  
Senior Vice President of Strategic Partnerships

By:

Date:

\_\_\_\_\_  
Randall Wooten  
TSTC Campus Provost

**High School Partner (ISD/Entity)**

3911 Avenue I  
Rosenberg, TX 77471

By:

Date:

\_\_\_\_\_  
Thomas Randle  
Superintendent  
Lamar CISD

**EXHIBIT A**  
**TSTC PATHWAY OFFERING FORM**



In the spaces below, please indicate the pathways \_\_\_\_\_ High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

<b>ISD Name /Texas Home School/ Other Entity:</b>			
<b>High School Name:</b>			
<b>High School Principal Name:</b>		<b>Email Address:</b>	
<b>CEEB CODE:</b>			

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

<b>Contact Name:</b>		<b>Phone Number:</b>	
<b>Email Address:</b>			

**Pathway Offering Information (add additional rows as needed):**

<b>Program Name</b>	<b>Program Major Code</b>	<b>Courses Comprising Pathway</b>	<b>Instructional Format <small>On-campus, Off-site or CTE</small></b>

**Signatures of Approval:**

<b>High School Principal or CTE Designee</b>		<b>Signature:</b>		<b>Date:</b>
<b>Student Learning Designee's</b>		<b>Signature's:</b>		<b>Date:</b>
<b>Executive Director of Dual Enrollment</b>		<b>Signature:</b>		<b>Date:</b>



**TSTC PATHWAY OFFERING FORM**

**Foster High School**

High School

In the spaces below, please indicate the pathways Foster High School High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

ISD Name /Texas Home School/ Other Entity:	Lamar CISD		
High School Name:	Foster High School		
High School Principal Name:	Gerard Kipping	Email Address:	gkippping@lcisd.org
CEEB CODE:	445856		

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

Contact Name:	Kayse Lazar	Phone Number:	832-223-0129
Email Address:	kayse.lazar@lcisd.org		

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format <small>On-campus, Off-site or Online</small>
Automotive Maintenance & Light Repair (Suspension and Steering)	DCP.AUT.MLR.SUS.CER1	AUMT 1305- Intro to Automotive Technology AUMT 1307- Automotive Electrical Systems AUMT 1416- Suspension and Steering AUMT 1310- Automotive Brake Systems	OFFSITE
Cybersecurity	DCP.CYS.AAS	ITSC 1325- Personal Computer Hardware ITWN 1325- Fundamentals to Networking ITNW 1354- Implementing & Supporting Servers ITSY 1374- Secure Linux Administration	ONLINE
Diesel Technology (Heavy Truck)	DCP.DET.HTR.CER1	DEMR 1301- Shop Safety and Procedures DEMR 1317- Basic Brake Systems DEMR 1410- Diesel Engine Testing and Repair I DEMR 2412- Diesel Engine Testing and Repair II (Pre Req DEMR 1410)	ONSITE
HVAC	DCP.HVA.CER1	HART 1301- Basic Electricity for HVAC HART 1307- Refrigeration Principles HART 1310- HVAC Shop Practices and Tools HART 1345- Gas and Electric Heating (Pre-req HART 1301)	ONSITE

**Pathway Offering Information (add additional rows as needed):**

<b>Program Name</b>	<b>Program Major Code</b>	<b>Courses Comprising Pathway</b>	<b>Instructional Format On-campus, Off-site or Online</b>
Precision Machining	DCP.PMT.CER1	MCHN 1302- Print Reading for Machining Trades MCHN 1320- Precision Tools and Measurements MCHN 1300- Beginning Machine Shop MCHN 1343- Machine Shop Mathematics	ONSITE
Structural Welding	DCP.WLT.CER1	WLDG 1407- Intro to Welding Using Multiple Processes WLDG 1313- Intro to Blueprint Reading WLDG 1428- Intro to Shielded Metal Arc Welding TECM 1303- Technical Calculations	ONSITE

**Signatures of Approval:**

High School Principal or CTE Designee	<b>Gerard Kipping</b>	Signature	<i>GERARD KIPPING</i> <small>GERARD KIPPING (Feb 26, 2021 10:51 CST)</small>	Date Feb 26, 2021
Student Learning Designee/s	Rudy Cervantez  Norma Colunga-Hernandez  Bryan Bowling	Signature/s	<i>Rudy Cervantez</i>  <i>Norma Colunga-Hernandez</i>  <i>Bryan Bowling</i>	Date
Executive Director of Dual Enrollment	<b>Amanda C. Posada</b>	Signature	<i>Amanda C. Posada</i>	Date



**TSTC PATHWAY OFFERING FORM**

**Fulshear High School**

High School

In the spaces below, please indicate the pathways Fulshear High School High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

ISD Name /Texas Home School/ Other Entity:	Lamar CISD		
High School Name:	Fulshear High School		
High School Principal Name:	Daniel Ward	Email Address:	dward@lcisd.org
CEEB CODE:	440009		

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

Contact Name:	Kayse Lazar	Phone Number:	832-223-0129
Email Address:	kayse.lazar@lcisd.org		

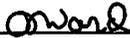
**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format On-campus, Off-site or Online
Automotive Maintenance & Light Repair (Suspension and Steering)	DCP.AUT.MLR.SUS.CER1	AUMT 1305- Intro to Automotive Technology AUMT 1307- Automotive Electrical Systems AUMT 1416- Suspension and Steering AUMT 1310- Automotive Brake Systems	OFFSITE
Cybersecurity	DCP.CYS.AAS	ITSC 1325- Personal Computer Hardware ITWN 1325- Fundamentals to Networking ITNW 1354- Implementing & Supporting Servers ITSY 1374- Secure Linux Administration	ONLINE
Diesel Technology (Heavy Truck)	DCP.DET.HTR.CER1	DEMR 1301- Shop Safety and Procedures DEMR 1317- Basic Brake Systems DEMR 1410- Diesel Engine Testing and Repair I DEMR 2412- Diesel Engine Testing and Repair II (Pre Req DEMR 1410)	ONSITE
HVAC	DCP.HVA.CER1	HART 1301- Basic Electricity for HVAC HART 1307- Refrigeration Principles HART 1310- HVAC Shop Practices and Tools HART 1345- Gas and Electric Heating (Pre-req HART 1301)	ONSITE

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format On-campus, Off-site or Online
Precision Machining	DCP.PMT.CER1	MCHN 1302- Print Reading for Machining Trades MCHN 1320- Precision Tools and Measurements MCHN 1300- Beginning Machine Shop MCHN 1343- Machine Shop Mathematics	ONSITE
Structural Welding	DCP.WLT.CER1	WLDG 1407- Intro to Welding Using Multiple Processes WLDG 1313- Intro to Blueprint Reading WLDG 1428- Intro to Shielded Metal Arc Welding TECM 1303- Technical Calculations	ONSITE

**Signatures of Approval:**

High School Principal or CTE Designee	<b>Daniel Ward</b>	Signature	 DANIEL WARD (Feb 11, 2021 06:09 CST)	Date	Feb 11, 2021
Student Learning Designee/s	Rudy Cervantez	Signature/s	 Rudy Cervantez (Feb 11, 2021 07:43 CST)	Date	Feb 11, 2021
	Norma Colunga-Hernandez		 Norma Colunga-Hernandez (Feb 11, 2021 11:39 CST)	Date	Feb 11, 2021
	Bryan Bowling		 Bryan Bowling (Feb 11, 2021 11:53 CST)	Date	Feb 11, 2021
Executive Director of Dual Enrollment	<b>Amanda C. Posada</b>	Signature	 Amanda Posada (Feb 11, 2021 13:57 CST)	Date	Feb 11, 2021



**TSTC PATHWAY OFFERING FORM**

In the spaces below, please indicate the pathways George Ranch High School High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

ISD Name /Texas Home School/ Other Entity:	Lamar CISD		
High School Name:	George Ranch High School		
High School Principal Name:	Heather Patterson	Email Address:	hpatterson@lcisd.org
CEEB CODE:	445862		

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

Contact Name:	Kayse Lazar	Phone Number:	832-223-0129
Email Address:	kayse.lazar@lcisd.org		

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format <small>On-campus, Off-site or Online</small>
Automotive Maintenance & Light Repair (Suspension and Steering)	DCP.AUT.MLR.SUS.CER1	AUMT 1305- Intro to Automotive Technology AUMT 1307- Automotive Electrical Systems AUMT 1416- Suspension and Steering AUMT 1310- Automotive Brake Systems	OFFSITE
Cybersecurity	DCP.CYS.AAS	ITSC 1325- Personal Computer Hardware ITWN 1325- Fundamentals to Networking ITNW 1354- Implementing & Supporting Servers ITSY 1374- Secure Linux Administration	ONLINE
Diesel Technology (Heavy Truck)	DCP.DET.HTR.CER1	DEMR 1301- Shop Safety and Procedures DEMR 1317- Basic Brake Systems DEMR 1410- Diesel Engine Testing and Repair I DEMR 2412- Diesel Engine Testing and Repair II (Pre Req DEMR 1410)	ONSITE
HVAC	DCP.HVA.CER1	HART 1301- Basic Electricity for HVAC HART 1307- Refrigeration Principles HART 1310- HVAC Shop Practices and Tools HART 1345- Gas and Electric Heating (Pre-req HART 1301)	ONSITE

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format On-campus, Off-site or Online
Precision Machining	DCP.PMT.CER1	MCHN 1302- Print Reading for Machining Trades MCHN 1320- Precision Tools and Measurements MCHN 1300- Beginning Machine Shop MCHN 1343- Machine Shop Mathematics	ONSITE
Structural Welding	DCP.WLT.CER1	WLDG 1407- Intro to Welding Using Multiple Processes WLDG 1313- Intro to Blueprint Reading WLDG 1428- Intro to Shielded Metal Arc Welding TECM 1303- Technical Calculations	ONSITE

**Signatures of Approval:**

High School Principal or CTE Designee	Heather Patterson	Signature	 HEATHER PATTERSON (Feb 25, 2021 13:34 CST)	Date Feb 25, 2021
Student Learning Designee/s	Rudy Cervantez	Signature/s	 Rudy Cervantez (Feb 25, 2021 14:50 CST)	Date Feb 25, 2021
	Norma Colunga-Hernandez		 Norma Colunga-Hernandez (Feb 26, 2021 13:07 CST)	Feb 26, 2021
	Bryan Bowling		 Bryan Bowling (Feb 26, 2021 13:55 CST)	Feb 26, 2021
Executive Director of Dual Enrollment	Amanda C. Posada	Signature	 Amanda Posada (Feb 26, 2021 15:07 CST)	Date Feb 26, 2021



**TSTC PATHWAY OFFERING FORM**

In the spaces below, please indicate the pathways Lamar Consolidated High School High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

ISD Name /Texas Home School/ Other Entity:	Lamar CISD		
High School Name:	Lamar Consolidated High School		
High School Principal Name:	Dr. Kaye Williams	Email Address:	kaye.williams@lcisd.org
CEEB CODE:	446000		

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

Contact Name:	Kayse Lazar	Phone Number:	832-223-0129
Email Address:	kayse.lazar@lcisd.org		

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format On-campus, Off-site or Online
Automotive Maintenance & Light Repair (Suspension and Steering)	DCP.AUT.MLR.S US.CER1	AUMT 1305- Intro to Automotive Technology AUMT 1307- Automotive Electrical Systems AUMT 1416- Suspension and Steering AUMT 1310- Automotive Brake Systems	OFFSITE
Cybersecurity	DCP.CYS.AAS	ITSC 1325- Personal Computer Hardware ITWN 1325- Fundamentals to Networking ITNW 1354- Implementing & Supporting Servers ITSY 1374- Secure Linux Administration	ONLINE
Diesel Technology (Heavy Truck)	DCP.DET.HTR.C ER1	DEMR 1301- Shop Safety and Procedures DEMR 1317- Basic Brake Systems DEMR 1410- Diesel Engine Testing and Repair I DEMR 2412- Diesel Engine Testing and Repair II (Pre Req DEMR 1410)	ONSITE
HVAC	DCP.HVA.CER1	HART 1301- Basic Electricity for HVAC HART 1307- Refrigeration Principles HART 1310- HVAC Shop Practices and Tools HART 1345- Gas and Electric Heating (Pre-req HART 1301)	ONSITE

**Pathway Offering Information (add additional rows as needed):**

<b>Program Name</b>	<b>Program Major Code</b>	<b>Courses Comprising Pathway</b>	<b>Instructional Format On-campus, Off-site or Online</b>
Precision Machining	DCP.PMT.CER1	MCHN 1302- Print Reading for Machining Trades MCHN 1320- Precision Tools and Measurements MCHN 1300- Beginning Machine Shop MCHN 1343- Machine Shop Mathematics	ONSITE
Structural Welding	DCP.WLT.CER1	WLDG 1407- Intro to Welding Using Multiple Processes WLDG 1313- Intro to Blueprint Reading WLDG 1428- Intro to Shielded Metal Arc Welding TECM 1303- Technical Calculations	ONSITE

**Signatures of Approval:**

High School Principal or CTE Designee	<b>Dr. Kaye Williams</b>	Signature	<u>KAYE WILLIAMS</u> KAYE WILLIAMS (Feb 10, 2021 17:21 CST)	Date Feb 10, 2021
Student Learning Designee/s	Rudy Cervantez	Signature/s	<u>Rudy Cervantez</u> Rudy Cervantez (Feb 10, 2021 17:30 CST)	Date Feb 10, 2021
	Norma Colunga-Hernandez		<u>Norma Colunga-Hernandez</u> Norma Colunga-Hernandez (Feb 10, 2021 23:37 CST)	Feb 10, 2021
	Bryan Bowling		<u>Bryan Bowling</u> Bryan Bowling (Feb 11, 2021 06:21 CST)	Feb 11, 2021
Executive Director of Dual Enrollment	<b>Amanda C. Posada</b>	Signature	<u>A.C.P.</u> Amanda Posada (Feb 11, 2021 11:39 CST)	Date Feb 11, 2021



**TSTC PATHWAY OFFERING FORM**

In the spaces below, please indicate the pathways Dr. Thomas E. Randle High School High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

ISD Name /Texas Home School/ Other Entity:	Lamar CISD		
High School Name:	Dr. Thomas E. Randle High School		
High School Principal Name:	John Montelongo	Email Address:	john.montelongo@lcisd.org
CEEB CODE:	TBA		

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

Contact Name:	Kayse Lazar	Phone Number:	832-223-0129
Email Address:	kayse.lazar@lcisd.org		

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format <small>On-campus, Off-site or Online</small>
Automotive Maintenance & Light Repair (Suspension and Steering)	DCP.AUT.MLR.S US.CER1	AUMT 1305- Intro to Automotive Technology AUMT 1307- Automotive Electrical Systems AUMT 1416- Suspension and Steering AUMT 1310- Automotive Brake Systems	OFFSITE
Cybersecurity	DCP.CYS.AAS	ITSC 1325- Personal Computer Hardware ITWN 1325- Fundamentals to Networking ITNW 1354- Implementing & Supporting Servers ITSY 1374- Secure Linux Administration	ONLINE
Diesel Technology (Heavy Truck)	DCP.DET.HTR.C ER1	DEMR 1301- Shop Safety and Procedures DEMR 1317- Basic Brake Systems DEMR 1410- Diesel Engine Testing and Repair I DEMR 2412- Diesel Engine Testing and Repair II (Pre Req DEMR 1410)	ONSITE
HVAC	DCP.HVA.CER1	HART 1301- Basic Electricity for HVAC HART 1307- Refrigeration Principles HART 1310- HVAC Shop Practices and Tools HART 1345- Gas and Electric Heating (Pre-req HART 1301)	ONSITE

**Pathway Offering Information (add additional rows as needed):**

<b>Program Name</b>	<b>Program Major Code</b>	<b>Courses Comprising Pathway</b>	<b>Instructional Format On-campus, Off-site or Online</b>
Precision Machining	DCP.PMT.CER1	MCHN 1302- Print Reading for Machining Trades MCHN 1320- Precision Tools and Measurements MCHN 1300- Beginning Machine Shop MCHN 1343- Machine Shop Mathematics	ONSITE
Structural Welding	DCP.WLT.CER1	WLDG 1407- Intro to Welding Using Multiple Processes WLDG 1313- Intro to Blueprint Reading WLDG 1428- Intro to Shielded Metal Arc Welding TECM 1303- Technical Calculations	ONSITE

**Signatures of Approval:**

High School Principal or CTE Designee	<b>John Montelongo</b>	Signature	<u><i>John Montelongo III</i></u> John Montelongo III (Feb 26, 2021 13:51 CST)	Date Feb 26, 2021
Student Learning Designee/s	Rudy Cervantez  Norma Colunga-Hernandez  Bryan Bowling	Signature/s	<u><i>Rudy Cervantez</i></u> Rudy Cervantez (Feb 26, 2021 13:52 CST)  <i>Norma Colunga-Hernandez</i>  <i>Bryan Bowling</i>	Date Feb 26, 2021
Executive Director of Dual Enrollment	Amanda C. Posada	Signature	<i>Amanda C. Posada</i>	Date



**TSTC PATHWAY OFFERING FORM**

**B.F. Terry High School**

High School

In the spaces below, please indicate the pathways B.F. Terry High School High School proposes to offer for the 2021-22 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

**High School Information:**

ISD Name /Texas Home School/ Other Entity:	Lamar CISD		
High School Name:	B.F. Terry High School		
High School Principal Name:	Juan Nava	Email Address:	juan.nava@lcisd.org
CEEB CODE:	445997		

**High School Contact (HS Counselor or Designee as indicated in the MOU):**

Contact Name:	Kayse Lazar	Phone Number:	832-223-0129
Email Address:	kayse.lazar@lcisd.org		

**Pathway Offering Information (add additional rows as needed):**

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format <small>On-campus, Off-site or Online</small>
Automotive Maintenance & Light Repair (Suspension and Steering)	DCP.AUT.MLR.SUS.CER1	AUMT 1305- Intro to Automotive Technology AUMT 1307- Automotive Electrical Systems AUMT 1416- Suspension and Steering AUMT 1310- Automotive Brake Systems	OFFSITE
Cybersecurity	DCP.CYS.AAS	ITSC 1325- Personal Computer Hardware ITWN 1325- Fundamentals to Networking ITNW 1354- Implementing & Supporting Servers ITSY 1374- Secure Linux Administration	ONLINE
Diesel Technology (Heavy Truck)	DCP.DET.HTR.CER1	DEMR 1301- Shop Safety and Procedures DEMR 1317- Basic Brake Systems DEMR 1410- Diesel Engine Testing and Repair I DEMR 2412- Diesel Engine Testing and Repair II (Pre Req DEMR 1410)	ONSITE
HVAC	DCP.HVA.CER1	HART 1301- Basic Electricity for HVAC HART 1307- Refrigeration Principles HART 1310- HVAC Shop Practices and Tools HART 1345- Gas and Electric Heating (Pre-req HART 1301)	ONSITE

**Pathway Offering Information (add additional rows as needed):**

<b>Program Name</b>	<b>Program Major Code</b>	<b>Courses Comprising Pathway</b>	<b>Instructional Format On-campus, Off-site or Online</b>
Precision Machining	DCP.PMT.CER1	MCHN 1302- Print Reading for Machining Trades MCHN 1320- Precision Tools and Measurements MCHN 1300- Beginning Machine Shop MCHN 1343- Machine Shop Mathematics	ONSITE
Structural Welding	DCP.WLT.CER1	WLDG 1407- Intro to Welding Using Multiple Processes WLDG 1313- Intro to Blueprint Reading WLDG 1428- Intro to Shielded Metal Arc Welding TE	ONSITE

**Signatures of Approval:**

High School Principal or CTE Designee	Juan Nava	Signature		Date	Feb 10, 2021
Student Learning Designee/s	Rudy Cervantez	Signature/s	 Rudy Cervantez (Feb 10, 2021 17:34 CST)	Date	Feb 10, 2021
	Norma Colunga-Hernandez		 Norma Colunga-Hernandez (Feb 10, 2021 23:41 CST)	Date	Feb 10, 2021
	Bryan Bowling		 Bryan Bowling (Feb 11, 2021 06:21 CST)	Date	Feb 11, 2021
Executive Director of Dual Enrollment	Amanda C. Posada	Signature	 Amanda Posada (Feb 11, 2021 11:38 CST)	Date	Feb 11, 2021

**CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

**RECOMMENDATION:**

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

**PROGRAM DESCRIPTION:**

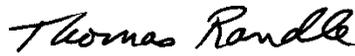
Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision making.

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

- Ratification of February 2021 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:

  
Dr. Thomas Randle  
Superintendent

## SCHEDULE OF FEBRUARY 2021 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 February total \$32,093,673 and are shown below by category.

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	<u>January 2021 For Reference Only</u>
611/612	Salaries and Wages, All Personnel	20,728,611	20,628,188
614	Employee Benefits	1,077,983	1,140,252
621	Professional Services	414,916	55,932
623	Education Services Center	780	18,639
624	Contracted Maintenance and Repair Services	327,299	493,781
625	Utilities	643,573	241,539
626	Rentals and Operating Leases	688,271	173,749
629	Miscellaneous Contracted Services	1,067,605	331,681
631	Supplies and Materials for Maintenance and Operations	304,651	281,455
632	Textbooks and Other Reading Materials	171,536	155,310
633	Testing Materials	17,000	9,768
634	Food Service	538,982	452,694
639	General Supplies and Materials	666,990	4,162,094
641	Travel and Subsistence -- Employee and Student	26,655	34,881
642	Insurance and Bonding Costs	1,000	2,000
649	Miscellaneous Operating Costs/Fees and Dues	65,488	84,026
659	Other Debt Services Fees	-	2,750
661	Land Purchase and/or Improvements	14,950	18,320
662	Building Purchase, Construction, and/or Improvements	5,276,574	10,132,277
663	Furniture & Equipment - \$5,000 or more per unit cost	54,795	90,777
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	6,014	3,063
	<b>Total</b>	<b>32,093,673</b>	<b>38,513,176</b>

### PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of February 2021. 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 FEBRUARY 28, 2021**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	178,766,764.00	166,245,413.00	(12,521,351.00)	93.0%
5800-STATE PROGRAM REVENUES	154,687,730.00	65,791,092.00	(88,896,638.00)	42.5%
5900-FEDERAL PROGRAM REVENUES	4,035,559.00	528,664.00	(3,506,895.00)	13.1%
<b>TOTAL- REVENUES</b>	<b>337,490,053.00</b>	<b>232,565,169.00</b>	<b>(104,924,884.00)</b>	<b>68.9%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	281,960,643.00	136,509,180.00	145,451,463.00	48.4%
6200-PROFESSIONAL/CONTRACTED SVCS.	30,192,749.00	11,150,386.00	19,042,363.00	36.9%
6300-SUPPLIES AND MATERIALS	24,448,290.00	9,673,953.00	14,774,337.00	39.6%
6400-OTHER OPERATING EXPENDITURES	6,466,198.00	2,686,502.00	3,779,696.00	41.5%
6600-CAPITAL OUTLAY	2,447,551.00	786,875.00	1,660,676.00	32.1%
<b>TOTAL-EXPENDITURES</b>	<b>345,515,431.00</b>	<b>160,806,896.00</b>	<b>184,708,535.00</b>	<b>46.5%</b>

Local Investment Pools  
as of February 28, 2021

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	1,046,264.14	0.00	500,000.00	21.50	546,285.64
General Account	95,182,475.39	46,949,198.26	26,847,141.82	4,051.06	115,288,582.89
Health Insurance	1,801,764.87	1,680,475.15	1,300,000.00	96.75	2,182,336.77
Workmen's Comp	223,522.09	41,666.67	50,000.00	8.34	215,197.10
Property Tax	51,021,884.24	45,912,624.51	64,828,155.20	1,106.61	32,107,460.16
Vending Contract Sponsor	304,535.01	0.00	0.00	10.11	304,545.12
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,198.16	0.00	0.00	35.27	1,066,233.43
Student Activity Funds	35,075.75	0.00	0.00	1.09	35,076.84
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,312.32	0.00	0.00	3.96	119,316.28
Common Threads Donation	56,401.23	0.00	0.00	1.91	56,403.14
Debt Service 2012A	4,614,930.00	2,302,696.08	6,917,625.08	82.43	83.43
Debt Service 2012B	3,634,426.37	1,813,891.79	5,448,317.16	64.94	65.94
Debt Service 2014A	3,312.08	0.00	3,312.12	0.04	0.00
Debt Service 2014B	2,090,437.41	1,044,381.58	3,134,817.99	37.34	38.34
Debt Service 2013	1,426,871.21	711,164.87	2,138,035.08	25.49	26.49
Debt Service 2013A	10,433.45	0.00	10,433.60	0.15	0.00
Debt Service 2015	7,852,581.33	3,909,137.77	11,761,718.10	140.21	141.21
Debt Service 2016A	2,159,622.89	1,076,147.37	2,363,350.00	54.93	872,475.19
Debt Service 2016B	567,230.94	282,650.76	618,537.50	14.48	231,358.68
Debt Service 2017	2,493,013.13	1,244,052.29	3,556,987.50	47.94	180,125.86
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	5,847,894.16	2,914,025.58	6,407,400.00	148.72	2,354,668.46
Capital Projects 2018	2,045.75	0.00	0.00	0.00	2,045.75
Capital Projects 2019	25,849,167.58	0.00	637,758.76	842.52	25,212,251.34
Debt Service 2019	4,838,669.94	1,165,610.22	2,562,175.00	142.09	3,442,247.25
Debt Service Capitalized Interest 2019	3,026,979.05	0.00	3,000,000.00	43.55	27,022.60
Debt Service 2020	1,464,146.27	733,206.43	1,754,820.00	34.48	442,567.18
Debt Service 2021	1,361,876.10	681,992.20	0.00	62.81	2,043,931.11
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,317.48	675,210.00	0.00	1.09	680,528.57
Workers' Comp	298,980.44	0.00	0.00	6.11	298,986.55
Property Tax Fund	34,059.24	0.00	0.00	0.70	34,059.94
General Fund	2,740,738.24	0.00	0.00	56.00	2,740,794.24
Food Service Fund	45,829.67	0.00	0.00	0.94	45,830.61
Debt Service Series 1996	324.84	0.00	0.00	0.01	324.85
Capital Project Series 1998	742.02	0.00	0.00	0.02	742.04
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	406.78	0.00	0.00	0.01	406.79
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	18.02	0.00	0.00	0.00	18.02
Capital Projects 2015	53.98	0.00	0.00	0.00	53.98
Debt Service Series 2015	382.43	0.00	0.00	0.01	382.44
Capital Projects 2017	0.12	0.00	0.00	0.00	0.12
Capital Projects 2018	52,376,224.61	0.00	942,813.43	1,052.97	51,434,464.15
Debt Service Series 2018	1,257,062.71	0.00	1,257,062.71	10.73	10.73
Capital Projects 2019	26,401,086.64	0.00	0.00	539.44	26,401,626.08
<b>MBIA Texas CLASS Fund</b>					
General Account	16,487,770.24	0.00	0.00	1,379.07	16,489,149.31
Capital Project Series 1998	972.03	0.00	0.00	0.04	972.07
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	2,121,024.95	0.00	0.00	177.43	2,121,202.38
Debt Service 2015	833.56	0.00	0.00	0.04	833.60
Capital Projects 2017	15,121,999.30	0.00	1,011,213.08	567.07	14,111,353.29
Capital Projects 2019	15,053,774.16	0.00	0.00	1,259.13	15,055,033.29
<b>TEXSTAR</b>					
Capital Projects Series 2007	786.18	0.00	0.00	0.00	786.18
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.00	137.94
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,862.24	0.00	0.00	0.11	4,862.35
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,659.04	0.00	0.00	0.04	2,659.08
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	605.30	0.00	604.30	0.00	1.00
Capital Projects 2018	38,208,344.42	0.00	3,604,389.53	935.05	34,604,889.94
Debt Service 2018	129,462.42	0.00	0.00	3.33	129,465.75
Debt Service 2019	3,025,825.96	0.00	550,497.10	69.06	2,475,397.92
Capital Projects 2019	34,602,136.74	0.00	1,113,447.59	884.39	33,489,573.54
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,066,934.33	0.00	0.00	41.59	1,066,975.92
Capital Projects Series 2008	149.42	0.00	0.00	0.01	149.43
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,911.54	0.00	0.00	4.36	111,915.90
Capital Projects Series 2014B	536,143.58	0.00	0.00	20.90	536,164.48
Debt Service 2015	114.98	0.00	0.00	0.00	114.98
Capital Projects 2015	3,605,146.04	0.00	0.00	140.52	3,605,286.56
Capital Projects 2017	41.84	0.00	0.00	0.00	41.84
Capital Projects 2018	15,485,792.38	0.00	0.00	603.61	15,486,395.99
Debt Service 2018	67,093.15	0.00	0.00	2.62	67,095.77
Capital Projects 2019	15,144,855.64	0.00	0.00	590.32	15,145,445.96

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.04	\$7,078.72
LONE STAR ACCOUNT INTEREST	0.03	\$1,668.03
MBIA TEXAS CLASS ACCOUNT INTEREST	0.11	\$3,382.78
TEXSTAR ACCOUNT INTEREST	0.03	\$1,891.98
TEXAS TERM/DAILY ACCOUNT INTEREST	0.05	\$1,403.93
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$15,425.44</b>
<b>EARNINGS 9-01-20 THRU 1-31-21</b>		<b>\$166,783.76</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$182,209.20</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 16.0)

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Foster High School is requesting a budget change to pay for extracurricular campus security through the end of the fiscal year.

199-36	Extracurricular Activities	(3,000.00)
199-52	Security & Monitoring Services	3,000.00

---

Frost Elementary is requesting a budget change to pay for additional tutoring for students due to "COVID slide".

199-13	Curriculum Dev. & Instructional Staff Dev.	(2,500.00)
199-11	Instruction	2,500.00

---

Bentley Elementary is requesting a budget change to reallocate unused staff travel funds to purchase instructional supplies.

199-13	Curriculum Dev. & Instructional Staff Dev.	(2,900.00)
199-11	Instruction	2,900.00

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Williams Elementary is requesting a budget change to purchase ESL reading materials.

199-13	Curriculum Dev. & Instructional Staff Dev.	(1,000.00)
199-11	Instruction	1,000.00

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The Staff Development Department is requesting a budget change to purchase annual Safe Schools compliance training subscription.

199-53	Data Processing Services	(25,000.00)
199-13	Curriculum Dev. & Instructional Staff Dev.	25,000.00

**CONSIDER APPROVAL OF REQUEST FOR 2021 HISTORIC SITE EXEMPTION  
QUALIFICATION FOR THE GEORGE RANCH HISTORICAL PARK**

**RECOMMENDATION:**

That the Board of Trustees approve 2021 Historic Site Exemption Qualification for the George Ranch Historical Park.

**BACKGROUND INFORMATION:**

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the George Ranch Historical Park for the past several years. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the George Foundation has applied for a historical tax exemption for the taxes to be levied for the 2021-2022 school year.

<b>TAXPAYER</b>	<b>LOCATION/ TYPE OF PROPERTY</b>	<b>PROPERTY VALUE</b>	<b>ESTIMATED AMOUNT OF TAX RELIEF</b>
THE GEORGE FOUNDATION	THE GEORGE RANCH HISTORICAL PARK	\$15,774,793	\$200,197.90

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

February 26, 2021

*Via email to Michelle Cornell - mcornell@lcisd.org*

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

**Re: 2021 Ad Valorem Tax Exemption Application for Historic  
Site Exemption – The George Ranch Historical Park**

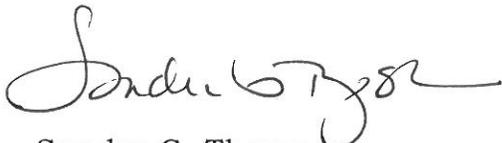
Dear Dr. Randle:

Enclosed please find the 2021 Historic Site Exemption Application for  
The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should  
you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION



Sandra G. Thompson  
Chief Financial Officer

Enclosure

cc: Roger Adamson, Chief Executive Officer

# Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B.F. Terry Blvd., Rosenberg, Texas 77471

Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

**FILING INSTRUCTIONS:** You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

## OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2021

Tax Year

## STEP 1: Property Owner/Applicant

The George Foundation

Name of Property Owner

310 Morton St., PMB Suite C

Mailing Address

Richmond, TX 77469

City, State, ZIP Code

281-342-6109

Phone (area code and number)

Property Owner is a(n) (check one):

Individual

Partnership

Corporation

Other (specify):

Not-For-Profit, 501(c)(3) Tax Exempt Organization

Roger Adamson

Name of Person Preparing this Application

Chief Executive Officer

Title

Driver's License, Personal I.D. Certificate  
or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number: .....

74-6043368

\* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

The George Ranch Historical Park, 10215 FM 762, Richmond, TX 77469

Address, City, State, ZIP Code

470.977 Acres - See Attached Detail

CAD#s R127514, R35055,

R46553, R33739, R386497

Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

Lamar Consolidated ISD

Fort Bend County

STEP 4: Official Historical and Archeological Designations

- 1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission?  Yes  No

If yes, attach copies of documents reflecting designation.

- 2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit?  Yes  No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

**print here** ▶ Roger E. Adamson CEO  
Print Name Title

**sign here** ▶  02/26/2021  
Authorized Signature Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

The George Foundation  
 Attachment to Form 50-122  
 Application for Historic or Archeological Site Property Tax Exemption  
 2021

Step 3: Legal Description of Property	Account Number	CAD #
31.4220 Acres Peter Tal A-337	#0337-00-000-0011-901	R127514
65.4119 Acres John Jones A-41	#0041-00-000-0011-901	R33739
252.3200 Acres Wiley Martin A-56	#0056-00-000-0051-901	R35055
121.6150 Acres Wm Ryon A-368	#0368-00-000-0011-901	R46553
0.2081 Acres John Jones A-41	#0041-00-000-0012-901	R386497
<u>470.9770 Acres</u>		

**CONSIDER APPROVAL FOR 2021 HISTORIC SITE EXEMPTION QUALIFICATION  
FOR THE DARST-YODER HOUSE**

**RECOMMENDATION:**

That the Board of Trustees approve 2021 Historic Site Exemption Qualification for the Darst-Yoder House.

**BACKGROUND INFORMATION:**

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the Darst-Yoder House in the past. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG (Local), the representative for The Darst-Yoder House has applied for a historic tax exemption for the taxes to be levied for the 2021-22 school year.

<b>TAXPAYER</b>	<b>LOCATION/TYPE OF PROPERTY</b>	<b>PROPERTY VALUE</b>	<b>ESTIMATED AMOUNT OF TAX RELIEF</b>
The Darst-Yoder House	300 South 9th Street Richmond, TX 77469	\$431,680	\$1,978.29*

\*The estimated tax amount for this property, based on the 2020 tax rate and current exemptions granted, is \$5,478.45. The amount of tax relief requested above represents an estimated freeze ceiling.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

# Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281.344.8623

Appraisal District's Name

Phone (area code and number)

2801 B F Terry Boulevard, Rosenberg, Texas 77471

Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

**FILING INSTRUCTIONS:** You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

### OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2021

Tax Year

### STEP 1: Property Owner/Applicant

Winona Faye Johnston

Name of Property Owner

300 South 9th Street

Mailing Address

Richmond, Texas 77469

City, State, ZIP Code

281.342.4506

Phone (area code and number)

Property Owner is a(n) (check one):

 Individual
  Partnership
  Corporation
  Other (specify): \_\_\_\_\_

Winona Faye Johnston

Owner

449-32-6387

Name of Person Preparing this Application

Title

Driver's License, Personal I.D. Certificate  
or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number: .....

\* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).

RECEIVED

JAN 21 2021

FORT BEND C.A.D.

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

300 South 9th Street - Richmond, Texas 77469

Address, City, State, ZIP Code

Richmond Block 104 Lot 1-7 (N 50') & Lots 8-13 (S Part) .0426 Acres Out of 10th St

R112635

Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

Fort Bend County and Related Entities

City of Richmond

Lamar CISD

STEP 4: Official Historical and Archeological Designations

1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission? ... Yes No

If yes, attach copies of documents reflecting designation.

2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? ... Yes No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here Winona Faye Johnston Print Name

Owner Title

sign here Winona Faye Johnston Authorized Signature

1/18/2021 Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

RECEIVED JAN 21 2021 FORT BEND C.A.D.

January 19, 2021

Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, TX 77471

Attention: Ms. Jill Ludwig

Subject: Historical Exemption  
**R112635**  
Darst Home  
300 South 9<sup>th</sup> Street  
Richmond, Texas 77469

Ms. Ludwig,

I respectfully submit herewith a request for 100 percent tax exemption for the aforementioned historic property for tax year 2021

Attached please find a copy of the designation of the Darst-Yoder House as a recorded Texas Historic Landmark since 1975 for your review.

An application has been submitted to the Fort Bend Central Appraisal District in accordance with Texas Property Tax Code section 11.24.

I sincerely appreciate your kind attention to this request and trust it will merit your favorable approval.

Sincerely,



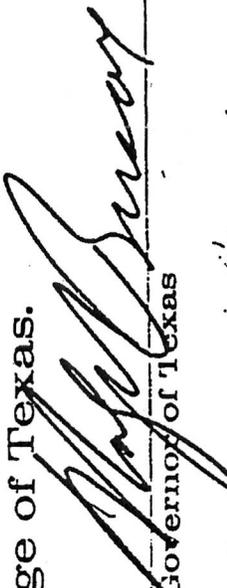
Faye Johnston  
281-342-4506



By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

**THE DARST-YODER HOUSE**

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.

  
Governor of Texas

  
Chairman, Texas Historical Commission

November 26, 1975  
Date

**CONSIDER APPROVAL OF RESOLUTION REGARDING CLOSURE  
OF SCHOOLS DUE TO WINTER STORM URI**

**RECOMMENDATION:**

That the Board of Trustees approve a resolution regarding the closure of schools from Monday, February 15, 2021 through Friday, February 19, 2021, authorize the Superintendent of Schools to revise the calendar as necessary, and authorize the payment of employees and long-term substitutes.

**IMPACT/RATIONALE:**

During the week of February 15, 2021, Winter Storm Uri swept across Texas bringing extended record cold temperatures, ice, snow, and interruptions to electricity and water services. Beginning on February 19<sup>th</sup>, President Joe Biden approved a major disaster declaration for many Texas counties, including Fort Bend County. Later in the week, additional counties were added to the declaration.

Administration believed it was in the best interest of the District to close schools to potentially mitigate the impact of the storm on staff, students, and the surrounding community. In addition, the Board of Trustees may find that a public purpose exists to pay employees and long-term substitutes for the five (5) days of closure and that such payment is necessary in the conduct of the public schools, in accordance with the Texas Education Code, Section 45.105(c). Further, non-exempt employees who are required to report to work during the closure will be paid at the premium rate of 1.5 times their regular hourly rate for the hours worked in accordance with Board Policy DEA (Local).

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO WINTER STORM URI**

WHEREAS, the Lamar Consolidated Independent School District (Lamar CISD or the District) Board of Trustees recognizes that during the week of February 15, 2021 an unprecedented weather event occurred, later named Winter Storm Uri; and,

WHEREAS, a major disaster declaration was approved for Fort Bend County on February 19, 2021 by President Joe Biden, including territory in the Lamar CISD; and

WHEREAS, extraordinary measures had to be taken to ensure the health, safety, and well-being of the staff, students and community surrounding Lamar CISD as well as to ensure the securing of District facilities; and,

WHEREAS, pursuant to cooperative efforts with state and local officials to potentially mitigate the impact of the storm on staff, students, and the surrounding community, the District closed schools and facilities for five (5) days from February 15<sup>th</sup> through February 19<sup>th</sup>, 2021; and,

WHEREAS, Lamar CISD will only need to make-up the missed instructional minutes if the requested waiver is not approved by the Texas Education Agency (under separate cover) and the weather closure exceeds the additional instructional minutes embedded in the 2020-21 Instructional Calendar; and,

WHEREAS, the Board of Trustees of the Lamar CISD seeks to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of the Lamar CISD finds that compensating employees for five (5) school days missed and not made up through a revised calendar serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities; and,

WHEREAS, the Board of Trustees of the Lamar CISD determines that long-term substitutes, defined as substitutes who have worked or (preceding the closure) were scheduled to work consecutively in the same position for more than 10 days will be compensated at their regular daily rate of pay during the five (5) days of closure; and,

WHEREAS, the Board of Trustees of the Lamar CISD recognizes that some hourly, non-exempt employees worked during the five (5) days of closure (potentially including weekends), and for their efforts, a public purpose exists in providing such employees additional compensation to the extent and in accordance with Board Policy DEA (Local) or other terms and conditions as may be approved by the Superintendent; and,

IT IS THEREFORE:

RESOLVED that the Board of Trustees of the Lamar CISD hereby authorizes the administration to compensate employees and long-term substitutes for five (5) school days when the District was closed (February 15, 2021 through February 19, 2021), at their regular hourly rate of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that the Board of Trustees of the Lamar CISD hereby authorizes the Superintendent, in his discretion and in accordance with Board Policy DEA (Local) or other terms and conditions as he deems necessary and appropriate, to provide additional compensation to hourly, non-exempt employees who worked at the District during the five (5) day closure due to Winter Storm Uri.

Approved this 25<sup>th</sup> day of March, 2021

By:

Attest:

\_\_\_\_\_  
Joy Williams, President

\_\_\_\_\_  
Joe Hubenak, Secretary

**CONSIDER APPROVAL OF ELIGIBLE UNDERWRITING FIRMS FOR ISSUANCE  
OF SCHOOLHOUSE BONDS – 2020 BOND REFERENDUM**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

On November 3, 2020, the voters of the Lamar Consolidated Independent School District approved the issuance of \$666,810,864 in schoolhouse bonds. To finance the many projects included in this bond program, the District will authorize an initial sale of bonds, with additional sales as needed in the next few years. Also, from time to time, it is advantageous to the District to refinance currently outstanding bonds through a refunding transaction. To accomplish these goals, the District must select investment banks to represent the District in the bond market.

RFQ #07-2021RL solicited firms to provide underwriting service proposals/credentials. The solicitation document was sent to twenty-three (23) firms, posted on the District's website, and publicly advertised as required (including the website of the Municipal Advisory Council of Texas). An impressive list of thirty (30) firms responded. The proposals were reviewed and analyzed by Administration and our Municipal Advisor, Post Oak Municipal Advisors, LLC., who has a fiduciary responsibility to the District. Criteria published in the solicitation document was used to develop a scoring system to rank the proposals and firms based on: experience in the Texas ISD and national markets, local presence, innovative ideas and coverage, and net excess firm capital. A summary of the results was prepared, and Administration and the District's Municipal Advisor recommend that the following firms comprise the list of eligible firms:

- BOK Financial Securities, Inc.
- Citigroup Global Markets, Inc.
- Estrada Hinojosa & Co., Inc.
- FHN Financial
- Huntington Securities, Inc.
- J.P. Morgan Securities LLC
- Jefferies LLC
- Piper Sandler & Co.
- Ramirez & Co., Inc.
- Raymond James
- RBC Capital Markets
- Robert W. Baird & Co.
- Siebert Williams Shank & Co., LLC
- Stifel Nicolaus & Company, Inc.
- Wells Fargo Securities

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

**PROGRAM DESCRIPTION:**

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF ORDER AUTHORIZING THE ISSUANCE OF LAMAR  
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE  
BONDS, SERIES 2021; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT;  
AND ENACTING OTHER PROVISIONS RELATING THERETO**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2021.

**IMPACT/RATIONALE:**

The voters of Lamar Consolidated Independent School District authorized the issuance of \$666,810,864 in schoolhouse bonds in an election held November 3, 2020 in two separate propositions. Proposition A approved \$645,228,864 for the construction, acquisition, and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes. Proposition D approved \$21,582,000 for the acquisition or update of technology equipment. Based on the requirements of the project schedule, Administration and the District's municipal advisor recommend selling the first installment of bonds in an amount not to exceed \$300,000,000, inclusive of any premium charged against the voted and authorized but unissued balance of \$666,810,864 from the two propositions as appropriate. The Bonds will be sold as traditional fixed rate bonds.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2021 is attached. Within the Order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the true interest cost (TIC) of the Bonds shall not exceed 5.00%, which amount is less than the maximum rate allowed under Section 1204.006 of the Texas Government Code, as amended;
- the aggregate principal amount of the Series 2021 Bonds issued shall not exceed the total maximum principal amount of \$300,000,000; and
- no bond shall mature later than forty (40) years from the date of closing.

A copy of the entire Preliminary Official Statement (prospectus) will be available when complete. The Order authorizes the Authorized Officer to approve the final form of the Preliminary Official Statement and to deem it final for purposes of the federal securities laws. Mr. Terrell Palmer (Post Oak Municipal Advisors, LLC), Mr. Jonathan Frels (Bracewell LLP), and District personnel will be present at the meeting to answer questions.

**PROGRAM DESCRIPTION:**

It is required that the Board of Trustees approve the Order authorizing the sale of the new money bonds. Prior to the first sale of bonds from the voted authorization approved in 2020, a recommendation for eligible underwriting firms was made to the Board of Trustees that will remain in place for all bond transactions relating to the 2020 bond referendum. The selected underwriting team has the ability to assess the District's goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The underwriting team was selected using a Request for Qualifications (RFQ) process, and a total of fifteen firms were chosen. Prior to this transaction, the District's municipal advisor will assist in selecting the combination of investment banks whose combination of strengths will best serve the District's interests for the transaction contemplated.

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 SCHOOLHOUSE BONDS  
SERIES 2021

Adopted: \_\_\_\_\_, 2021

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Exhibit A – Form of Bond

AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2021; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Lamar Consolidated Independent School District (the “District”) desires to issue bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”) at an election held within the District on November 3, 2020 (the “Election”); and

WHEREAS, at said Election, the voters authorized the amount of bonds set forth below in the following schedule; and

November 3, 2020 Election	Purpose	Amount Voted
Proposition A	Construction, acquisition, and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes	\$645,228,864
Proposition D	Acquisition or update of technology equipment	\$21,582,000

WHEREAS the Board of Trustees of the District (the “Board”) does hereby determine that the bonds in an amount not to exceed \$300,000,000, inclusive of any premium charged against such voted authority, should be issued as a portion of the bonds voted as Proposition A and Proposition D; and

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

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such bonds for the purposes described in Proposition A and Proposition D; and

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

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered

into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

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

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

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

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

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

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

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

“Bond Counsel” means Bracewell LLP.

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

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

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

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

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

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

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

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

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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

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

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Texas.

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

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

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

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

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

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

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

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

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

## ARTICLE II

### SECURITY FOR THE BONDS

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

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

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

## ARTICLE III

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

Section 3.01. Authorization. The District's bonds to be designated "Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2021" or such other title or titles as may be designated in the Pricing Certificate are hereby authorized to be issued and delivered from time to time in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, and Chapter 1371, Texas Government Code. The Bonds shall be issued in an aggregate principal amount not to exceed \$300,000,000 to provide funds for (a) the construction, acquisition, and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, the retrofitting of school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes; (b) the acquisition or update of technology equipment; and (c) to pay the costs of issuing the Bonds.

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

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

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

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

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

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

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

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

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

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

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

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar

sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bond, representing the entire principal amount of the Bonds for such series of Bonds designated in the Pricing Certificate, to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

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

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

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

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

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate

and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal equal to the unpaid principal amount of the Bonds presented for exchange.

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

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

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

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

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

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

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

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

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

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

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

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

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

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of Debt Service on the Bonds for the purpose of giving notices of redemption,

and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

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

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

## ARTICLE IV

### REDEMPTION OF BONDS BEFORE MATURITY

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

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

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

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall 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 and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

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

(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 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 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 United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

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

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

## ARTICLE VI

### FORM OF THE BONDS

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

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

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

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

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

## ARTICLE VII

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

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the District from time to time in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years

and dates on which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Bonds to be issued by the District, the propositions from which voted authorization should be used, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, the selection of the Underwriters, and all other matters relating to the issuance, sale and delivery of the Bonds all of which shall be specified in the Pricing Certificate; subject to the following conditions:

(i) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;

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

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

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

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

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire at 11:59 p.m. on a date one year from the date of this Order, unless otherwise extended by the Board by separate action. For purposes of clarity, if the Authorized Officer takes action to approve the sale of the Bonds within such one-year period, the closing may occur after the expiration of such period.

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

(d) The District hereby authorizes the preparation of one or more Preliminary Official Statements for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to approve the final form and deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange

Act of 1934 on behalf of the District. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

(e) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

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

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

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

## ARTICLE VIII

### PARTICULAR REPRESENTATIONS AND COVENANTS

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

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

and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The Board hereby finds, determines and declares that the District is duly authorized under the laws of the State, to issue the Bonds; the projects being financed utilizing voted authority from Proposition A from the November 3, 2020 election are projects eligible to be financed under a general proposition voted pursuant to Section 45.003, Texas Education Code; 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 Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, 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 be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

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

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

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the District, this Order serves as the District’s official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

## **ARTICLE IX**

### **DISCHARGE**

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

## **ARTICLE X**

### **PERMANENT SCHOOL FUND GUARANTEE**

Section 10.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety

and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that:

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

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

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

## ARTICLE XI

### CONTINUING DISCLOSURE UNDERTAKING

Section 11.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2021, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

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

Section 11.02. Event Notices.

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

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

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

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the

ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (14) Appointment of successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

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

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

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

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

## ARTICLE XII

### MISCELLANEOUS

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

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

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

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

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

*[Signature Page Follows]*

PASSED, APPROVED AND EFFECTIVE on \_\_\_\_\_, 2021.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]



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

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

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

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

The District has reserved the option to redeem the Bonds maturing on and after   9  , in whole or in part before their respective scheduled maturity dates, on   10  , or on any date

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

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

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

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

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

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

<u>\$ Term Bonds Maturing</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____ (maturity)	\$ _____
	\$ _____

The Paying Agent/Registrar will select 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 and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>12</sup>

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
[Vice]<sup>13</sup> President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

<sup>13</sup>Delete if the President executes the Bonds.

(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.

\_\_\_\_\_  
14

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.

\_\_\_\_\_  
<sup>14</sup> Insert from Pricing Certificate.

(d) Statement of Permanent School Fund Guarantee.

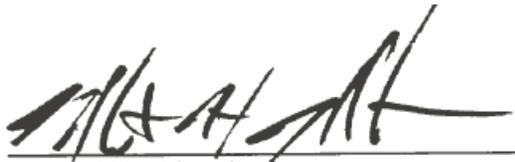
The following statement shall appear on or be attached to each Bond:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax Schoolhouse Bonds, Series 2021, dated     <sup>15</sup>, in the principal amount of \$     <sup>16</sup> is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

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

(e) Initial Bond Insertions

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

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

(2) in the first paragraph the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on     <sup>17</sup> in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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<sup>15</sup> Insert from Pricing Certificate.

<sup>16</sup> Insert from Pricing Certificate.

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

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

(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 this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

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 special meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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:

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

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

ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2021; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. 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."

\_\_\_\_\_ Member(s) present abstained from voting.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

**CONSIDER APPROVAL OF REGION III EDUCATION SERVICE CENTER  
PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve an interlocal participation agreement to join the Region III Educational Service Center Purchasing Cooperative.

**IMPACT/RATIONALE:**

The purchasing cooperative will provide Lamar CISD access to a variety of products and services through contracts procured using State of Texas and EDGAR-compliant solicitations. Participating members of the cooperative include school districts, colleges, and municipalities. This resolution will allow the District to make efficient, compliant purchases using federal funds as well as local budgeted funds. The current Catalog of Services, workshops and services information may be found on the Region III website.

Authority for services is granted under Article 44.031 of the Texas Education Code. The purpose of this cooperative is to obtain substantial savings for members through volume purchasing. All procurement through this cooperative will be on an as-needed basis, with prior approval of quotes and budget allowances.

**PROGRAM DESCRIPTION:**

This agreement shall be effective as of March 25, 2021 and will automatically renew unless either party gives prior written notice of non-renewal.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Robert Langston, RTSBA, Director of Purchasing & Materials Management

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INTERLOCAL PARTICIPATION AGREEMENT**

**FOR THE**

**REGION III EDUCATION SERVICE CENTER PURCHASING COOPERATIVE**

This Interlocal Participation Agreement is entered into by and between the Region III Education Service Center Purchasing Cooperative, (Cooperative), acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas (“Cooperative Member”). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Program Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing Programs; and

WHEREAS, the Education Service Center, Region 3 is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Program Member does hereby adopt the Interlocal Participation Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the MRPP and further agrees to become an additional party to that certain Interlocal Agreement.

NOW BE IT RESOLVED, that the undersigned Program Member in consideration of the agreement of the MRPP and the Program Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

**1. Adopt Organizational Interlocal Cooperation Agreement:** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated March 25, 2021 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.

**2. TERM** This Agreement shall last for one year from the date signed and automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

**3. TERMINATION.**

**(a) By the Cooperative Member:** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.

**(b) By the Cooperative:** The Program Region III Purchasing Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member if the Cooperative Member fails to abide by this Agreement, the bylaws of the cooperative, or any procedure of the cooperative.

(c) **Termination Procedure:** If the Cooperative Member terminates its participation during the term of this Agreement, breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases by the Cooperative Member occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

**4. Payments:** The Cooperative Member agrees to pay membership fees based on a plan developed by the Region III Purchasing Cooperative. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the first day following the due date and continues to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.

**5. Program Reporting:** If requested the Region III Purchasing Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Program.

#### GENERAL PROVISIONS

**1. Authorization to Participate:** Each Program Member represents and warrants that its governing body has duly authorized its participation in the Region III Purchasing Cooperative.

**2. State Laws:** The Program Member and the MRPP agree to abide by the state laws governing the MRPP, as they may be amended, and any and all reasonable policies and procedures established by the Program.

**3. Compensation:** The parties agree that the payments under this Agreement and all related exhibits and documents shall be amounts that fairly compensate the MRPP for the services or functions performed under this Agreement.

**4. Cooperation and Access:** The Cooperative Member and the Cooperative agree that they will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative or the Cooperative Member. The Cooperative reserves the right to audit the relevant records of any Cooperative Member, and vice-versa. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

**5. Coordinator:** The Cooperative Member agrees to appoint a representative who shall have expressed authority to represent the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative Administrator. Such notice is not effective until actually received by the Cooperative.

**6. Current Revenue:** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

**7. Defense and Prosecution of Claims:** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participate in a judicial, administrative, or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, at the Cooperative's sole discretion, with respect to such litigation, claims or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Cooperative by the counsel selected by the Cooperative, at its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters rising out of this Agreement.

**8. Governance:** The Region III Purchasing Cooperative shall be governed by a Board of Directors ("Board") for the Education Service Center, Region 3, in accordance with the laws of the State of Texas.

**9. Limitations of Liability:** COOPERATIVE, ITS ENDORSERS AND SERVICING" CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**10. Warranty:** COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Merger:** The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the Region III Purchasing Cooperative, and Cooperative Member electing to participate in the Cooperative.

**12. Notice:** Any written notice to the Region III Purchasing Program shall be delivered to the Deputy Director Business Administration, Region III Education Service Center, 1905 Leary Lane, Victoria, Texas 77901.

**13. Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and venue shall lie in Victoria County, Texas.

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

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this agreement effective as of \_\_\_\_\_.

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**TO BE COMPLETED BY THE COOPERATIVE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Ratliff, Cooperative Administrator

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**TO BE COMPLETED BY THE COOPERATIVE MEMBER:**

By: \_\_\_\_\_ Date: March 25, 2021  
(Signature of authorized representative of Cooperative Member)

Lamar Consolidated Independent School District  
(Name of Local Government)

Coordinator for the Cooperative Member:

Robert Langston  
Name

4907 Avenue I  
Street Address

Rosenberg, Texas 77471  
City/State/Zip

832-223-0166  
Telephone

\_\_\_\_\_  
Fax

robert.langston@lcisd.org  
Email Address

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
EDUCATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming April 19-23, 2021 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

April 19-23, 2021 is proclaimed as the National Administrative Professionals' Week. Educational administrative professionals are valuable members of educational teams in schools and contribute in many ways beyond their traditional function as an administrative assistant. Their assistance is invaluable in the daily activities of a school campus and the administrative operations of Lamar CISD.

Educational administrative professionals provide support for students and staff and are charged with providing accurate record keeping services, which is highly important in an educational environment.

Educational administrative professionals serve as trusted communicators with parents and community members and their connection to the community fosters positive public relations for the District.

Submitted by: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development  
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, administrative professionals are valuable members of educational teams in schools and their administrative operations; and

WHEREAS, educational administrative professionals contribute in many ways beyond their most recognizable function as an administrative assistant; and

WHEREAS, their assistance is particularly important in the daily activities and operations of a school district; and

WHEREAS, administrative professionals serve our educational community by providing support for students and staff; and

WHEREAS, educational administrative professionals assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, their connection to the community aids in communication and positive public relations within the community;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 19-23, 2021 as **Educational Administrative Professionals' Week** and encourages members of the Lamar Consolidated Independent School District staff and community to express appreciation to our educational administrative professionals.

Adopted this 25<sup>th</sup> day of March 2021.

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Joy Williams, President

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Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
SCHOOL LIBRARIANS' WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of April 5-9, 2021 as School Librarians' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Librarians are valuable members of the education team in Lamar CISD schools. Campus librarians contribute to the education of all students in many ways that extend beyond their most recognizable function as the resource director for each campus.

School librarians serve as instructors for early literature appreciation and share their knowledge of literature as an important learning tool.

School librarians provide information about additional instructional resources for teachers and students. Their assistance is especially important as students learn the research process as part of the learning process.

School librarians are also important resource persons in curriculum development, textbook selection and reviewing instructional materials. Their knowledge of instructional technology and educational programs serves as an additional resource for students and staff.

Submitted by: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development  
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, school librarians play a critical role in the education process through involvement in reading and research; and

WHEREAS; school librarians serve as an instructor for early literature appreciation and share a unique knowledge of literature as a way to learn and as a recreational pastime; and

WHEREAS, school librarians serve as a resource director for each campus, as well as provide instructional support for teachers and students; and

WHEREAS, school librarians teach students to use research as an extension of the learning process that will help students throughout their educational career; and

WHEREAS, school librarians play an important role in curriculum development, textbook selection and review of instructional materials; and

WHEREAS, school librarians maintain a knowledge of instructional technology and educational programs that serve as a resource to students and staff;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 5-9, 2021 as **School Librarians' Week**, and encourages all members of the Lamar Consolidated Independent School District staff and community to express appreciation to our school librarians.

Adopted this 25<sup>th</sup> day of March 2021.

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Joy Williams, President

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Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
PUBLIC SCHOOL VOLUNTEER APPRECIATION WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of April 19-23, 2021 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Parent and family involvement in children's lives is critical to their success as children and adults. Volunteering is one of the most important aspects of parent involvement in the public school setting.

Volunteers are invaluable to our schools, teachers and students by helping them greatly extend and increase their resources.

The goal of Public School Volunteer Appreciation Week is to call attention to the value of the many volunteers in our public schools and to show appreciation for the service that they provide.

Submitted by: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development  
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, parent and family involvement in children's lives is critical to their success as children and adults; and

WHEREAS, volunteering is one of the most important aspects of parent involvement; and

WHEREAS, volunteers are invaluable to our schools, teachers and students by greatly extending and increasing the District's resources; and

WHEREAS, the goal of Volunteer Appreciation Week is to bring a greater awareness and demonstrate appreciation for the many hours of labor provided by the volunteers in our schools;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 19-23, 2021 to be **Public School Volunteer Appreciation Week** in the Lamar Consolidated Independent School District.

Adopted this 25<sup>th</sup> day of March 2021.

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Joy Williams, President

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Joe Hubenak, Secretary

**CONSIDER APPROVAL OF BOARD POLICIES**

**RECOMMENDATION:**

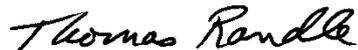
That the Board of Trustees approve second reading of the following policies:

- Localized Policy Manual Update 116
- DB (LOCAL) – Employment Requirements and Restrictions

**PROGRAM DESCRIPTION:**

A primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and District guidelines.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DECLARATION OF UNOPPOSED CANDIDATE  
ELECTED TO THE BOARD OF TRUSTEES AND THE CANCELLATION  
OF THE MAY 1, 2021 BOARD OF TRUSTEES ELECTION FOR  
SINGLE-MEMBER DISTRICTS #1, #2, #3, AND #6**

**RECOMMENDATION:**

That the Board of Trustees declare Mr. Zach Lambert, Ms. Kay Danziger, Ms. Mandi Bronsell, and Mr. Joe Hubenak elected to the Board of Trustees and cancel the Board of Trustees Election for Single-Member Districts #1, #2, #3, and #6 set for May 1, 2021 in accordance with the Texas Election Code.

**IMPACT/RATIONALE:**

Under Section 2.051 of the Texas Election Code, the Board of Trustees may cancel the election set for May 1, 2021 if a candidate whose name is to appear on the ballot is unopposed, and no proposition is to appear on the ballot. This Section also specifies that no write-in candidates filed during the write-in filing dates. The Board of Trustees may also declare an unopposed candidate elected to office and cancel the election under Section 2.053 with the attached Certification from those responsible for preparing the official ballot.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)  
CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**  
*Al: Presidente de la entidad gobernante*

**As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 1, 2021**

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 1 de Mayo 2021*

**List offices and names of candidates:**  
*Lista de cargos y nombres de los candidatos:*

<b>Office(s) Cargo(s)</b>	<b>Candidate(s) Candidato(s)</b>
Zach Lambert	Lamar CISD Single Member District No.1/Único miembro del Distrito Escolar No. 1 de Lamar CISD
Kay Danziger	Lamar CISD Single Member District No. 2/Único miembro del Distrito Escolar No. 2 de Lamar CISD
Mandi Bronsell	Lamar CISD Single Member District No. 3/Único miembro del Distrito Escolar No. 3 de Lamar CISD
Joe Hubenak	Lamar CISD Single Member District No. 6/Único miembro del Distrito Escolar No. 6 de Lamar CISD

Karen Vacek

**Signature (Firma)**

Karen Vacek

**Printed name (Nombre en letra de molde)**

Secretary to Superintendent and Board of Trustees

**Title (Puesto)**

3/10/21

**Date of signing (Fecha de firma)**

**(Seal) (sello)**



**See reverse side for instructions**  
*(Instrucciones en el reverso)*

**ORDER OF CANCELLATION**  
**EJEMPLO DE ORDEN DE CANCELACIÓN**

The Lamar CISD Board of Trustees hereby cancels the election scheduled to be held on  
(official name of governing body)  
May 1, 2021 in accordance with Section 2.053(a) of the Texas  
(date on which election was scheduled to be held)  
**Election Code. The following candidates have been certified as unopposed and are hereby  
elected as follows:**

*El Junta Directiva de Lamar CISD por la presente cancela la elección que, de lo contrario,  
(nombre oficial de la entidad gobernante)  
se hubiera celebrado el 1 de Mayo 2021 de conformidad, con  
(fecha en que se hubiera celebrado la elección)  
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido  
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado  
a continuación:*

**Candidate (Candidato)                      Office Sought (Cargo al que presenta candidatura)**

Zach Lambert	Lamar CISD Single Member District No.1/Único miembro del Distrito Escolar No. 1 de Lamar CISD
Kay Danziger	Lamar CISD Single Member District No. 2/Único miembro del Distrito Escolar No. 2 de Lamar CISD
Mandi Bronsell	Lamar CISD Single Member District No. 3/Único miembro del Distrito Escolar No. 3 de Lamar CISD
Joe Hubenak	Lamar CISD Single Member District No. 6/Único miembro del Distrito Escolar No. 6 de Lamar CISD

**A copy of this order will be posted on Election Day at each polling place that would have  
been used in the election.**

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales  
que se hubieran utilizado en la elección.*

\_\_\_\_\_  
**President (Presidente)**

\_\_\_\_\_  
**Secretary (Secretario)**

(seal) (sello)

\_\_\_\_\_  
**Date of adoption (Fecha de adopción)**

**See reverse side for instructions**  
**Instrucciones en el reverso**

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1  
FOR THE FUEL TANK STORAGE REPLACEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #1 in the amount of \$14,300 for the fuel tank storage replacement and authorize the Board President to sign the deductive change order.

**IMPACT/RATIONALE:**

Pemco, Inc. is the contractor for the construction of the fuel tank storage replacement. Funding is from the 2017 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the deductive change order and Pemco, Inc. owner's contingency will be reduced.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
LCISD Fuel Tank Storage Replacement

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: April 16, 2020

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: March 25, 2021

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

**ARCHITECT:** *(Name and address)*  
Morris & Associates, Engineers, Inc.  
14139 Huffmeister Road,  
Cypress, Texas 77429

**CONTRACTOR:** *(Name and address)*  
Pemco, Inc.  
2009 Hatfield Road  
Pearland, Texas 77581

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Deductive Change Order #1 to decrease the Owner Contingency by \$14,300.

The original Contract Sum was	\$	1,140,848.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,140,848.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	14,300.00
The new Contract Sum including this Change Order will be	\$	1,126,548.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

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

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

Morris & Associates, Engineers, Inc

Pemco, Inc

Lamar Consolidated Independent School District

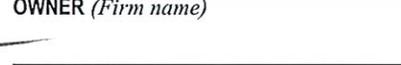
ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

  
SIGNATURE

  
SIGNATURE

  
SIGNATURE

Matt Marek, Project Manager  
PRINTED NAME AND TITLE

Michael Dittlinger, President  
PRINTED NAME AND TITLE

Joy Williams, Board President  
PRINTED NAME AND TITLE

3/8/21  
DATE

3/5/2021  
DATE

DATE

**CONSIDER APPROVAL OF SOIL REMEDIATION TESTING  
FOR FUEL TANK STORAGE REPLACEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve ATC Group Services LLC for soil remediation testing for the fuel tank storage replacement in the total amount of \$21,718 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

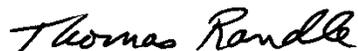
Soil remediation testing is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

**PROGRAM DESCRIPTION:**

ATC Group Services LLC will be responsible for testing the contaminated soil and preparing the reports required by TECQ for the fuel tank storage replacement.

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



February 24, 2021

Mr. Kevin McKeever  
Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, TX 77471

**RE: Estimation on Scope and Budget for Texas Commission on Environmental Quality – Corrective Action Requirement and Excavation Sampling of Diesel Saturated Soil Leaking Petroleum Storage Tank ID 121119**

Lamar CISD Transportation  
5017 Avenue I  
Rosenberg, Texas

Dear Mr. McKeever:

ATC Group Services LLC (ATC) is pleased to provide this estimation on scope and budget to complete a Texas Commission on Environmental Quality (TCEQ) – Assessment Report Form (ARF) Update (TCEQ 0562) and sampling of soil identified as being saturated with diesel for the Leaking Petroleum Storage Tank (LPST) ID 121119 Site known as Lamar CISD Transportation located at 5017 Avenue I, Rosenberg, Texas, as directed in a letter by the TCEQ correspondence dated February 4, 2021.

### **Scope of Work – Monitoring Well Installation**

Geotech Environmental completed a Release Determination Report (RDR) on December 8, 2020 documenting the removal of the Underground Storage Tanks (USTs) and associated fueling equipment at the Lamar CISD Transportation facility. Soil samples from the excavations were below TCEQ PST Action levels; however, diesel saturated soil was detected between the North Dispenser Island and the Middle Dispenser Island. The TCEQ issued LPST 121119 on February 4, 2021 and issued a directive to complete an Assessment Report Form (ARF).

ATC will complete the necessary steps and documentation to compile an ARF as requested by the TCEQ. This will require the installation of three (3) permanent monitoring wells at the facility. The wells will be advanced to 25 feet below the ground surface (bgs) in an attempt to collect groundwater.

A truck-mounted rotary drill rig or Geo-Probe Rig utilizing hollow-stem augers (HSA) with continuous samplers will be used to advance the soil borings. Soil samples will be collected continuously from the soil borings for soil descriptions, field screening and sample collection. Field screening will consist of visual, olfactory and vapor head space screening utilizing a calibrated PID. Soil descriptions will be documented in general conformance with the Unified Soil Classification System (USCS). Soil descriptions and photoionization detector (PID) readings will be recorded on a soil boring log. Two soil samples will be collected from each of the soil borings; one from just above the vadose zone and one with the highest PID reading (as per Section 2.2.2.1 of TCEQ RG-523 [see below]). Soil samples will be collected using EPA Method 5035 and/or applicable appropriate container.

Each soil boring will be converted into a permanent monitoring well with two (2) inch diameter poly-vinyl chloride (PVC) well material. Well screens will consist of 0.010-inch slotted 2-inch PVC pipe set in in a



sand pack at intervals exhibiting groundwater. Each permanent monitoring well will be installed with an eight inch diameter manhole cover placed in asphalt/concrete.

ATC will collect one groundwater sample from each of the newly installed monitoring wells. Prior to groundwater sampling activities, each monitoring well will be developed by removing a minimum of three well-volumes of water or until dry. Subsequent to monitoring well development, each groundwater monitoring well will be allowed to stabilize

Collected soil and groundwater samples will be analyzed for Benzene, Ethylbenzene, Toluene, Xylene, Methyl Tert-Butyl Ether (BTEX/MTBE) by EPA Method SW-846 8260B, TPH by Texas Method 1005, and Total Dissolved Solids (TDS) by EPA Method SM2540B. As per the Texas Commission on Environmental Quality (TCEQ) RG-411 "Investigating and Reporting Releases from Petroleum Storage Tanks", polynuclear aromatic hydrocarbons (PAH) by EPA Method SW-846 8270C (low-level/SIM) will be run on soil and groundwater based on the TPH results. Additionally, The TCEQ Regulatory Guidance Document RG-523/PST-03 *Risk-based Corrective Action for LPST Sites* (January 2017) will be consulted to complete the ARF. Samples will be placed on a normal turn-around time of five to seven business days at an authorized TCEQ-accredited laboratory.

Soil cuttings and purge water will be containerized in 55-gallon steel United States Department of Transportation (DOT) approved drums and stored on-Site for subsequent disposal as investigation derived waste (IDW).

### **Scope of Work – Removal of Diesel Saturated Soil**

Analytical samples obtained during the removal of the fueling system were below TCEQ PST Action Levels; however, soil saturated with diesel was noted during the removal between the North Dispenser Island and the Middle Dispenser Island. The diesel saturated soil could potentially contaminate groundwater at the facility. Removal of the diesel saturated soil could assist with the TCEQ issuing No Further Action (NFA) when combined with the previously proposed ARF Assessment.

ATC will work with the contractor to sample the excavation after removal of the diesel saturated soil and sample the stockpiled soil for disposal off-site. It is estimated three samples will be obtained from the excavation and two samples will be obtained from the stockpiled soil. For soils to be disposed off-site, approved disposal facilities require one sample per 50 cubic yards for disposal.

Collected soil samples will be analyzed for Benzene, Ethylbenzene, Toluene, Xylene, Methyl Tert-Butyl Ether (BTEX/MTBE) by EPA Method SW-846 8260B, and TPH by Texas Method 1005. As per the Texas Commission on Environmental Quality (TCEQ) RG-411 "Investigating and Reporting Releases from Petroleum Storage Tanks", polynuclear aromatic hydrocarbons (PAH) by EPA Method SW-846 8270C (low-level/SIM) will be run on soil and groundwater based on the TPH results. Additionally, Samples will be placed on an expedited turn-around time of 72 hours at an authorized TCEQ-accredited laboratory. Stockpiled soil will be either stored in roll-off container or on plastic prior to being hauled off-site for disposal at an approved facility.



**ARF REPORT PREPARATION**

Upon completion of receiving all laboratory analytical data and field activities ATC will begin to incorporate their findings into an ARF. The ARF document consists of the following: data collection results (soil, groundwater, surface water evaluation, vapor, etc.), land use, 500-foot radius field receptor survey, water well survey, additional water well inspections, and site prioritization for the LPST listing. ATC notes that it may take several days to complete the required field parts/section of the ARF, and may require multiple visits to the Site.

**FEE ESTIMATE**

The estimated fee for the above noted activities is listed on a time and materials, not to exceed basis, as broken down below. If additional work is required, Lamar CISD will be contacted prior to conducting any out of scope items.

Project Management	\$710.00
Drilling Subcontractor	\$7,975.00
Field Services / Environmental Sampling	\$3,675.00
Private Line Locate	\$1,100.00
Analytical Service – Soil and Groundwater	\$2,123.00
Disposal Soil and Water	\$2,100.00
Report Preparation/TCEQ Submittal	\$4,035.00
<b>Total</b>	<b>\$21,718.00</b>

ATC notes that this includes the initial sampling and completion of the requested ARF. This does not include the submission of a closure report or quarterly monitoring if requested by the TCEQ. Additional activities may be needed to complete the subsurface investigation to delineate soil and groundwater at the Site. A general list of these additional activities are included below:

- *Additional on-site investigation of soil and groundwater;*
- *Off-site investigation that may include access negotiations with neighboring property owners; and*
- *Remedial activities (excavation, dual phase extraction, chemical oxidation, etc.).*

ATC notes that for the activities outlined in the ARF submission the collected samples do not need to be rushed; therefore, the above fees are for normal analytical turn-around times.

**SCHEDULE**

ATC will complete the ARF within 20 business days following receipt of all laboratory data. This schedule is based on the availability of drilling subcontractors and field personnel at the time of authorization. Delays can occur due to weather, subcontractor cancelation, or permitting (if required) that could alter the time line for the project. Upon receipt of comments from Lamar CISD, ATC will submit the final report within five days to the TCEQ.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please contact the undersigned any questions or comments regarding this proposal.



Lamar CISD Transportation  
5017 Avenue I  
Rosenberg, TX  
Proposal

Respectfully submitted,  
**ATC Group Services LLC**

A handwritten signature in blue ink, appearing to read "CT".

Chris Trinkle, P.G.  
National Program Manager  
Direct Line +1 210.253.8602  
Email: [chris.trinkle@atcgs.com](mailto:chris.trinkle@atcgs.com)

Enclosures: Figure  
TCEQ Correspondence dated February 4, 2021

Approved By:

---

Joy Williams - Board President

**CONSIDER APPROVAL OF WATER METER EASEMENT  
FOR THE DR THOMAS E. RANDLE HIGH SCHOOL  
AND HARRY WRIGHT JUNIOR HIGH SCHOOL COMPLEX**

**RECOMMENDATION:**

That the Board of Trustees approve the Fort Bend County Municipal Utility District (MUD) #162 water meter easement for the installation of water meters for the Dr. Thomas E. Randle High School and Harry Wright Junior High School complex and authorize the Board President to execute the agreement documents.

**IMPACT/RATIONALE:**

The water meter easement is necessary for the placement of the water meters that supply water to the Dr. Thomas E. Randle High School and Harry Wright Junior High School complex. The water meters will be maintained by the Fort Bend County MUD #162.

**PROGRAM DESCRIPTION:**

Upon approval and execution of this easement, Fort Bend County MUD #162 will own and maintain these meters moving forward.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**WATER METER EASEMENT  
(0.005 Acre; 0.005 Acre)**

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

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

THAT LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water meters and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through those two (2) certain tracts of land located in Fort Bend County, Texas, containing 0.005 acre and 0.005 acre, respectively, as more particularly described in **Exhibits A** and **B** and shown on **Exhibit C**, all attached hereto and incorporated herein for all purposes (collectively, the "Easement Tracts").

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

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

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tracts for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tracts shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tracts; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tracts; (iii) dedicate other easements within the Easement Tracts; or (iv) change the grade over the Facilities constructed under the Easement Tracts. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

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

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tracts and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable

against the Easement Tracts (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tracts for the purposes set forth herein.

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

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

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

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

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

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

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

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

*[Signature pages follow this page.]*





**Attachments:**

Exhibit A - Description of the 0.005 Acre Easement Tract

Exhibit B - Description of the 0.005 Acre Easement Tract

Exhibit C - Sketch of the Easement Tracts

**After recording, please return to:**

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department



**Consulting Engineers & Surveyors**

Engineering Firm No. F-1339 | Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

Page 1 of 2

February 4, 2021

**Water Meter Easement No. 1**

**A FIELD NOTE DESCRIPTION** of 0.005 acre of Land (200 square feet) being a ten-foot by twenty foot (10' x 20') water meter easement over and across a portion of Restricted Reserve "A" (School Purposes) of the Lamar CISD Dr Thomas E Randle High School and Harry Wright Junior High School Campus (Fort Bend County Plat No. 20190296) being in the B.B.B. and C. Railroad Company Survey Section No. Three, Abstract No. 128, Fort Bend County, Texas. The bearing basis for this description is referenced to the Texas Coordinates System of 1983 (South Central Zone) and was determined by Global Positioning System methods.

**FOR CONNECTION**, begin at a 5/8 inch diameter iron rod with plastic cap (labelled "1943 4349 5829", typical) set for the most Westerly Northwest corner of said Reserve "A" in a cut-back corner in the Southerly line of a 6.997 acre tract of Land for road right-of-way for Koeblen Road (one-hundred feet wide with transition widening; Fort Bend County Plat No. 20190296); Said corner being the Northeast corner of a 1.362 acre tract of Land (25 feet wide) dedicated for the widening of State Farm Market Highway No. 2977 (Minonite Road - Fort Bend County Plat No. 20190296);

**THENCE;** North 55 degrees, 41 minutes, 38 seconds East – 31.57 feet along said cut-back corner in the Southerly right-of-way line of Koeblen Road to a 5/8 inch diameter iron rod with plastic cap set for the most Northerly Northwest corner of said Reserve "A";

**THENCE;** Easterly, continuing along the Northerly line of said Reserve "A" with the Southerly right-of-way line of said Koeblen Road (width varies) with the following courses and distances:

Southeasterly, along a non-tangent curve to the left, the radius point bears North 15 degrees, 33 minutes, 30 seconds East, with the following curve data:

Radius:	1110.00 feet
Delta:	12 degrees, 13 minutes, 29 seconds
Length:	236.83 feet
Tangent:	118.87 feet
Chord:	South 80 degrees, 33 minutes, 14 seconds East – 236.38 feet to a 5/8 inch diameter iron rod with plastic cap set for point of tangent corner;

South 86 degrees, 39 minutes, 58 seconds East – 250.00 feet to a 5/8 inch diameter iron rod with plastic cap set for angle point corner;

South 87 degrees, 48 minutes, 40 seconds East – 241.13 feet to a point for reference;

**THENCE;** South 02 degrees, 11 minutes, 20 seconds West – 25.00 feet, departing from said Koeblen Road and crossing into said Reserve "A" across a ten-foot wide (10') landscape easement (Fort Bend County Plat No. 20190296) and across a twenty-five foot wide (25') utility easement (Fort Bend County Plat No. 20190296) to a point for the Northwest corner of and **PLACE OF BEGINNING** for this 0.005 acre tract of Land;

- THENCE;** South 87 degrees, 48 minutes, 40 seconds East – 10.00 feet along the Southerly line of said twenty-five foot wide utility easement with a line being 25.00 feet perpendicular distance Southerly of and parallel to the Northerly line of said Reserve "A" to a point for the Northeast corner of this tract;
- THENCE;** South 02 degrees, 11 minutes, 20 seconds West – 20.00 feet to a point for the Southeast corner of this tract;
- THENCE;** North 87 degrees, 48 minutes, 40 seconds West – 10.00 feet to a point for the Southwest corner of this tract;
- THENCE;** North 02 degrees, 11 minutes, 20 seconds East – 20.00 feet to the **PLACE OF BEGINNING** and containing 0.005 acre of Land.



**Brad L. Schodek, R.P.L.S. No. 6430**



This description prepared in conjunction  
with survey exhibit by this office of even date.



**Consulting Engineers & Surveyors**

Engineering Firm No. F-1339 | Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

Page 1 of 2  
February 4, 2021

**Water Meter Easement No. 2**

**A FIELD NOTE DESCRIPTION** of 0.005 acre of Land (200 square feet) being a ten-foot by twenty-foot (10' x 20') water meter easement over and across a portion of Restricted Reserve "A" (School Purposes) of the Lamar CISD Dr Thomas E Randle High School and Harry Wright Junior High School Campus (Fort Bend County Plat No. 20190296) being in the B.B.B. and C. Railroad Company Survey Section No. Three, Abstract No. 128, Fort Bend County, Texas. The bearing basis for this description is referenced to the Texas Coordinates System of 1983 (South Central Zone) and was determined by Global Positioning System methods.

**FOR CONNECTION**, begin at a 5/8 inch diameter iron rod with plastic cap (labelled "1943 4349 5829", typical) set for the most Westerly Northwest corner of said Reserve "A" in a cut-back corner in the Southerly line of a 6.997 acre tract of Land for road right-of-way for Koeblen Road (one-hundred feet wide with transition widening; Fort Bend County Plat No. 20190296); Said corner being the Northeast corner of a 1.362 acre tract of Land (25 feet wide) dedicated for the widening of State Farm Market Highway No. 2977 (Minonite Road - Fort Bend County Plat No. 20190296);

**THENCE;** North 55 degrees, 41 minutes, 38 seconds East – 31.57 feet along said cut-back corner in the Southerly right-of-way line of Koeblen Road to a 5/8 inch diameter iron rod with plastic cap set for the most Northerly Northwest corner of said Reserve "A";

**THENCE;** Easterly, continuing along the Northerly line of said Reserve "A" with the Southerly right-of-way line of said Koeblen Road (width varies) with the following courses and distances:

Southeasterly, along a non-tangent curve to the left, the radius point bears North 15 degrees, 33 minutes, 30 seconds East, with the following curve data:

Radius: 1110.00 feet  
Delta: 12 degrees, 13 minutes, 29 seconds  
Length: 236.83 feet  
Tangent: 118.87 feet  
Chord: South 80 degrees, 33 minutes, 14 seconds East – 236.38 feet to a 5/8 inch diameter iron rod with plastic cap set for point of tangent corner;

South 86 degrees, 39 minutes, 58 seconds East – 250.00 feet to a 5/8 inch diameter iron rod with plastic cap set for angle point corner;

South 87 degrees, 48 minutes, 40 seconds East – 300.95 feet to a 5/8 inch diameter iron rod with plastic cap set for point of curve;

Southeasterly along a tangent curve to the right, with the following curve data:

Radius: 1200.14 feet  
Delta: 6 degrees, 52 minutes, 30 seconds  
Length: 144.01 feet  
Tangent: 72.09 feet  
Chord: South 84 degrees, 22 minutes, 25 seconds East – 143.92 feet to a 5/8 inch diameter iron rod with plastic cap set for point of compound curve;

Southeasterly along a tangent curve to the right, with the following curve data:

Radius: 1950.00 feet  
Delta: 20 degrees, 10 minutes, 11 seconds  
Length: 686.46 feet  
Tangent: 346.82 feet  
Chord: South 70 degrees, 51 minutes, 4 seconds East – 682.92 feet to a point for reference;

**THENCE;** South 29 degrees, 14 minutes, 1 second West – 25.00 feet, departing from said Koeblen Road and crossing into said Reserve “A” across a ten-foot wide (10’) landscape easement (Fort Bend County Plat No. 20190296) and across a twenty-five foot wide (25’) utility easement (Fort Bend County Plat No. 20190296) to a point for the Northwest corner of and **PLACE OF BEGINNING** for this 0.005 acre tract of Land;

**THENCE;** Southeasterly, along a non-tangent curve to the right, the radius point bears South 29 degrees, 14 minutes, 01 second West, with the following curve data:

Radius: 1925.00 feet  
Delta: 0 degrees, 17 minutes, 52 seconds  
Length: 10.00 feet  
Tangent: 5.00 feet  
Chord: South 60 degrees, 37 minutes, 03 seconds East – 10.00 feet along the Southerly line of said twenty-five foot wide utility easement with a line being 25.00 feet perpendicular distance Southerly of and parallel to the Northerly line of said Reserve “A” to a point for the Northeast corner of this tract;

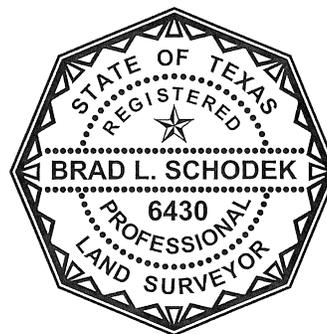
**THENCE;** South 29 degrees, 22 minutes, 57 seconds West – 20.00 feet to a point for the Southeast corner of this tract;

**THENCE;** North 60 degrees, 37 minutes, 03 seconds West – 10.00 feet to a point for the Southwest corner of this tract;

**THENCE;** North 29 degrees, 22 minutes, 57 seconds East – 20.00 feet to the **PLACE OF BEGINNING** and containing 0.005 acre of Land.



**Brad L. Schodek, R.P.L.S. No. 6430**



This description prepared in conjunction with survey exhibit by this office of even date.



STATE FARM MARKET HIGHWAY No. 2977 (MINONITE ROAD - WIDTH VARIES)

ORIGINAL RICHMOND IRRIGATION COMPANY  
 "MAIN CANAL", CALLED 42 ACRES  
 (FIRST TRACT; VOL. 125, PG. 170; D.R.)  
 (F.B.C.C.F. No. 2005116347)

100' CANAL R.O.W.  
 (FIFTH TRACT;  
 VOL. 125, PG. 170; D.R.)

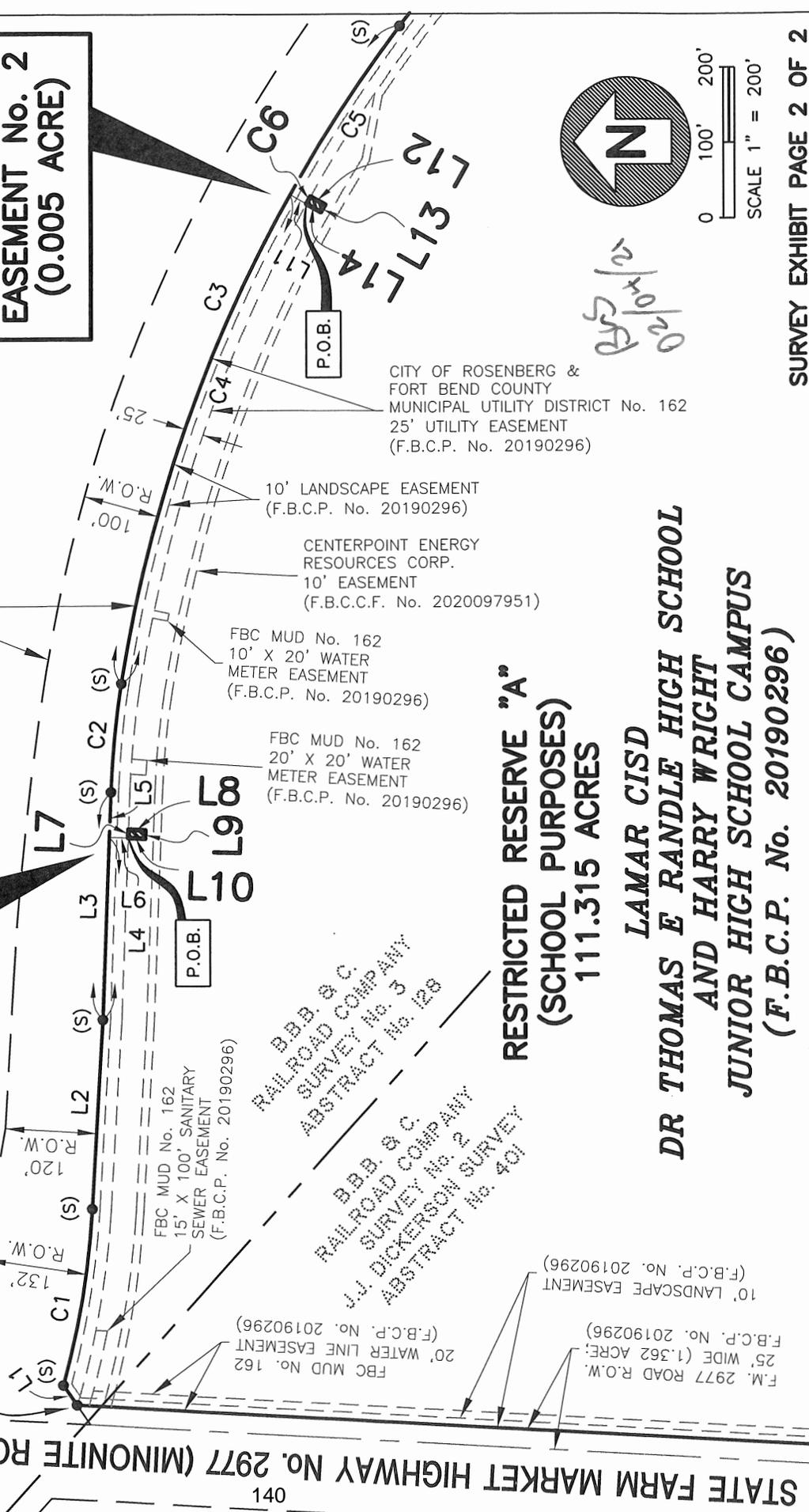
P.O.C.: SET 5/8" IRON  
 ROD WITH CAP  
 X= 3,000,046.28'  
 Y= 13,743,703.72'

ORIGINAL A.P. GEORGE & T.W. DAVIS  
 TRACT 2 - CALL 628.44 ACRES  
 PORTION OF OVERALL CALL 1054.13 ACRE TRACT  
 (VOL. 25, PG. 79; D.R.)  
 THE GEORGE FOUNDATION  
 (VOL. 348, PG. 633; D.R.)

**KOEBLEN ROAD**  
 6.997 ACRE ROAD R.O.W.  
 (WIDTH VARIES;  
 F.B.C.P. No. 20190296)  
 ROADWAY UNDER  
 CONSTRUCTION

**10' x 20'  
 WATER METER  
 EASEMENT No. 1  
 (0.005 ACRE)**

**10' x 20'  
 WATER METER  
 EASEMENT No. 2  
 (0.005 ACRE)**



**CONSIDER APPROVAL OF THIRD PARTY REVIEW AND REPORT  
FOR MAXINE PHELAN ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for third party review and report for Maxine Phelan Elementary in the amount of \$18,750.

**IMPACT/RATIONALE:**

Third party review and report is a professional service that the District must contract directly. These funds are allocated from within the 2017 Bond Funds.

**PROGRAM DESCRIPTION:**

TEA Code Compliance review and report is required in order to verify the plans comply with TEA Chapter 61 Standards.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

**PLAN REVIEWS – INSPECTIONS  
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

March 4, 2021

Lamar Consolidated Independent School District  
3911 Ave I  
Rosenberg, Texas 77471

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Scot Hartfiel  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
New Elementary School # 30 – Maxine Phelan  
Richmond, Fort Bend County, Texas

Regarding: Proposal – Elementary School #30 - Maxine Phelan  
Code Compliance Review and Report  
TEA Chapter 61 Standards - Full Review

Dear Mr. McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated Independent School District.* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below.

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after August 1, 2003.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review

will be conducted using the 2018 edition of the International Building Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Energy Code, as well as the NFPA – 2017 National Electrical Code.

The standards/guidelines permit the Consultant, to state, if any, possible variances from the code requirements and therefore allowing a limited number of variances from the codes if such variances do not negatively affect the quality or safety of the facility

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced. If, as stated above, if a code interpretation follows the guidelines and a variance is permitted, the item in question will be reported and described.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, including all civil, geotechnical, fire alarm systems, automatic sprinkler systems, fire suppression, life safety and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Elementary School #30 – Maxine Phelan

TEA Code Review	\$18,750.00
Total	\$18,750.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1<sup>st</sup> of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any

portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

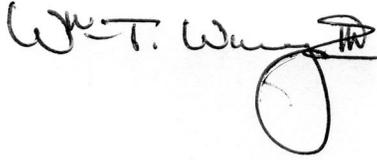
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

Elementary School #30 Maxine Phelan  
Lamar Consolidated ISD  
March 4, 2021  
Page 4 of 4

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO  
WINNING WAY SERVICES, INC.  
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

**CONSIDER APPROVAL OF NETWORK FIBER CONNECTIONS  
FOR FLETCHER MORGAN ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve the installation of network fiber connections for Fletcher Morgan Elementary School in the amount of \$80,513 from PS Lightwave.

**IMPACT/RATIONALE:**

This fiber installation is not in the scope of the general contractor. Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the District could apply for cost reductions.

**PROGRAM DESCRIPTION:**

A bid evaluation was done, and PS Lightwave submitted the only bid. This is funded through the 2017 bond.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities & Planning  
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**DARK FIBER**

PS Lightwave’s Dark Fiber lease proposal includes fiber optic cable already spliced and configured to 45 sites as described in the table included on page 27 of this document. The fibers optic cable strands are spliced per site to LCISD Hub locations (which include the NOC, Fulshear Data Center, Foster High School, George R. Ranch High School and Meyer Elementary.) In addition, PS Lightwave has included the construction and fiber lease charges to the two new campuses of Morgan and Phelan Elementary Schools. As part of the PS Lightwave response, we are proposing to consolidate all the Dark Fiber service orders/contracts currently in place into one new agreement effective July 1, 2021 with an annual price increase taking place on July 1<sup>st</sup> of every year during a new five-year term.

Please refer to page 27 for our full pricing proposal table including all sites.

**New Sites Special Construction and Non-Recurring Cost**

NEW SITES		Special Construction	Non-Recurring Cost	Total
Fletcher Morgan Jr Elementary	32720 Fm 1093 Rd Fulshear, Tx 77441	\$ 78,973	\$ 1,540	\$80,513
* Plus applicable taxes and fees				

**DISCUSSION AND ACTION ON COVID-19 GUIDELINES**

**IMPACT/RATIONALE:**

As part of continuous planning in response to the COVID-19 pandemic, a review of the Lamar CISD COVID-19 guidelines will be provided to the Board of Trustees.

**PROGRAM DESCRIPTION:**

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

Lamar CISD staff will provide an update and answer any questions.

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

## **DISCUSSION AND ACTION ON BOARD SELF-ASSESSMENT**

### **IMPACT/RATIONALE:**

The Board of Trustees will discuss and take action on the Board Self-Assessment.

### **BACKGROUND INFORMATION:**

The TASB eXceptional Governance (XG) Board Development training series helps boards build skills that support improved student success – a practical, hands-on way to focus your board on practices that research has correlated with enhanced student achievement. This series covers everything from beliefs to goal setting and monitoring and helps the board and administration work together to improve student achievement.

The XG Self-Assessment helps:

- Capture strengths
- Identify growth areas
- Evaluate divergent perspectives
- Spark crucial conversations

Submitted by: Dr. Thomas Randle, Superintendent

**CONSIDER APPROVAL OF 2021-2022 EMPLOYEE REPORT/END DATE TABLE**

**RECOMMENDATION:**

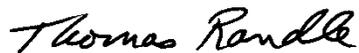
That the Board of Trustees adopt the 2021-2022 Employee Report/End Date Schedule as presented and approve begin and end dates for job titles as indicated on the table.

**IMPACT/RATIONALE:**

Those job titles in italics are funded by grants. Days can be changed by the grant-funding source.

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer  
Christine Muzik, Director of Staffing & Records Mgt.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2021-2022 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2020-2021 End Date	2021-2022 Report Date	2021-2022 End Date
	Cafeteria Monitor 2 ½ hour Crossing Guard	5/27	8/23	5/26
	Water Safety Instructor (In-service 1/3/22)	5/28	8/19	5/27
	Bus Driver (In-service 1/3/22) Bus Aide (In-service 1/3/22) Dispatcher-Trans (In-service 1/3/22) =====	5/28	8/16	5/27
	Child Nutrition Helper, Specialist, Asst. Kitchen Mgr. and Child Nutrition Manager - (In- service 1/3/22)	5/28	8/16	5/27
Adaptive PE Teacher Athletic Trainer Band Director Bilingual / ESL Coach Choir Director CTE Coordinator CTE Instructor (no extra days) Coach (no Fall sport with early report) Dance <i>Early Childhood Specialist</i> Elem. Social Worker Facilitator (no extra days) Family Support Specialist GT Facilitator Lead Nurse Literacy Coach Orchestra Teacher Orientation & Mobility Specialist Parent Educator-THS Project LEARN Parent & Comm. Fac. Reading Interventionist School Nurse, R.N. Special Ed. Counselor Teacher (no extra days) Testing Coordinator <i>Title I Parent Educator-LHS</i>	Admin. Asst. – Adult Transition Program Aide, Special Education Braille & Tactual Material Spec. Aide Choir Asst./Accompanist Computer Assistance Aide Deaf Interpreter Elementary Clerk Instructional Aide Keyboarding Aide Lead Behavior Specialist Aide LVN-Campus LVN/Teacher Aide Proj. LEARN Parent Engagement & Lit. Spec. Registered Behavior Technician Security Officer (10 month) Sp. Ed Behavior Specialist Aide Traffic Control Monitor	5/28	8/6	5/27
<b>NOTE: Coaches, sponsors, athletic trainers and / or directors who are receiving a stipend to serve students prior to the start of school should consult with their campus coordinator and / or program director for report dates for the 2021-2022 school year.</b>				
CTE JH Modular Lab Teacher CTE IT Computer Maint. Teacher/Coord. CTE Health Science-Mod Lab Teacher =====	=====	5/28	8/4	5/27
CTE PLTW Teacher		6/2	8/6	6/1
ARD Specialist / Intervention Specialist Assistive Technology Specialist Behavior Interventionist Educational Diagnostician / LSSP Elementary Counselor Elementary & Middle Librarian Licensed Speech Pathologist Asst. Licensed Speech Pathologist	SEMS Clerk, Sp. Ed.	6/2	8/4	6/1
Ag. Food & Nat. Res. JH Ag. Teacher CTE PLTW Teacher/Course Coord. Ed.&Child Svcs-Mod. Lab (Commercial) Hospitality JH Teacher Occupational Therapist Physical Therapist =====	Cert. Occupational Therapist Asst.	6/2	8/3	6/1
Instructional Coord.-Elementary	Registrar Clerk-JDC	6/3	8/4	6/2

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2021-2022 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2020-2021 End Date	2021-2022 Report Date	2021-2022 End Date
College Career Facilitator Counselor-Jr. High & Middle Instructional Coord. - Campus.- HS & JH Librarian-Jr. High =====		6/3	7/28	6/2
CTE Arch. & Construction Teacher CTE Culinary Arts Tchr. HS CTE Transportation Teacher Early Childhood Curr & Fam. Eng. Spec Instructional Coach =====	Liaison for At-Risk Attendance Aide =====	6/4	7/29	6/3
Instructional Facilitator – Sp. Ed. Substance Abuse Specialist – ALC Vocational Adj. Coord. - ATP		5/28	7/23	5/27
ROTC Instructor =====		5/28	7/21	5/27
	Admin. Asst to: Assistant Principal Associate Principal Counselor Attendance Clerk-JH & HS Catering Coordinator Child Nutrition Supervisor Receptionist – Campus, SE Annex Sp. Ed. Secretary SESS Secretary/Clerk	6/4	7/27	6/3
High School Librarian		6/4	7/26	6/3
Ag. Teacher HS-No Project Supervision CTE Career Prep/Practicum (Marketing)		5/28	7/16	5/27
1621 Counselor ALC Counselor =====		6/9	7/26	6/8
Digital Learning Coach		6/4	7/21	6/3
High School Counselor		6/8	7/20	6/7
	Adm. Asst. to Student Support Svc/At Risk	6/25	8/5	6/24
Asst. Principal-Elem & Middle Lead Diagnostician Lead LSSP Lead Speech Pathologist		6/16	7/26	6/15
ALP Facilitators (Early Childhood, ESL, LOTE & Newcomer ) =====		6/11	7/19	6/10
ABA Therapist/BCBA Adult Transition Program Coordinator Assistant Principal - JH, HS, Spec. Sites Behavior Coordinator Dyslexia Coordinator MTSS Coordinator Special Education Compliance Coord. =====	Admin. Asst.- Dir. of Research Asses. & Acct. SESS Secretary / Clerk SHARS/Medicaid Specialist =====	6/4	7/12	6/3
	District Translator	6/25	8/2	6/24
	152			
High School Registrar		6/23	7/20	6/22





**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2021-2022 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2020-2021 End Date	2021-2022 Report Date	2021-2022 End Date
Asst. Director-Operations Asst. Purchasing & Materials Mgr. Athletic Grounds Coordinator Executive Director Facilities & Planning Project Manager	Athletic Field Technician Child Nutr. Warehouse Mgr. Tech. Delivery Tech II Dispatcher-Warehouse Dist. Center Warehouse Drivers Energy Technician Specialist Integrated Pest Manager Lawn Works-M&O Maintenance & Operations (12 month) Mechanic Night Lead Laundry Parts Manager-Transportation Planner / Scheduler-M&O Playground Technician Police Officer Police Sergeant Pool Technician Preventative Maint.-M&O and Transportation Transportation Mechanics Warehouse Supervisor	6/30	7/1	6/30

**230-Day Custodians will have the following days off:**

**2021:** September 6 & 24, November 23-26, December 20-31  
**2022:** January 17, March 14-18, April 15 & 18, May 30

**251-Day Non-Exempt Employees will have the following days off:**

**2021:** September 6, November 25 & 26, December 23, 24, 30 & 31  
**2022:** January 17, April 15, May 30

**251-Day Exempt Employees will have the following days off:**

**2021:** September 6, November 25 & 26, December 23, 24, 30 & 31  
**2022:** January 17 April 18, May 30

**CONSIDER APPROVAL OF DISTRICT-WIDE COMPUTER REFRESH**

**RECOMMENDATION:**

That the Board of Trustees approves Dell to provide services, hardware, and software to facilitate the district-wide Computer Refresh project not to exceed \$6,706,718.

**IMPACT/RATIONALE:**

Approximately 200 student laptops, 2,300 staff laptops, and 4,300 desktop computers have reached their end of life and no longer meet District requirements for performance or reliability. This includes 230 high-end computers for CTE classrooms.

**PROGRAM DESCRIPTION:**

New computer models and pricing are constantly being released. Therefore, the District will select the best value at the time of placing the order. The not to exceed amount of \$6,706,718 is what was budgeted for 2021 computer refresh in the 2020 bond.

Dell offers hardware, software, and services through a DIR contract. Dell will provide comprehensive and turn-key services for all proposed system hardware, software and ancillary products, including all costs for warranty, maintenance, project management, and hardware deployment. With approval, the project will begin June 2021. This project will be funded from 2020 bond funds dedicated to computer refresh.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
Robin Stone-Loftin, Director of Technology Support Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF INTERNET SERVICE AGREEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve PS Lightwave and Comcast to provide internet service for the District in the amount of \$7,899 per month for two 10.0 Gbps connections with additional bandwidth upgrade prices per the contract as needed and a one-time cost of \$200 to Comcast for IP addresses.

**IMPACT/RATIONALE:**

The District's internet service agreement is expiring, and a new agreement is required. The agreement includes bandwidth to meet the current demands of the District with the option to increase bandwidth during the term of the contract as determined by District needs. Due to the increase in internet traffic, the District is selecting two internet service providers. Having two providers also provides traffic load balancing.

**PROGRAM DESCRIPTION:**

Technology Services worked with Region 12 ESC E-Rate Consulting on bid specifications, evaluation, and award recommendation. A Request for Proposals was released by Region 12 as part of and in accordance with federal E-Rate program guidelines. The evaluation process included a weighted rubric pre-established in the bid. Five vendors submitted complete proposals. PS Lightwave received the highest score and their price was \$3,899 per month. Comcast received the second highest score and their price was \$4,000 per month. These contracts will be paid for with local funds.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Internet Access Bid Evaluation Summary

## Bid Evaluation Template

Service description: **Internet Access**

Proposal Deadline **2/24/2021**

Funding Year: **2021**

School Name: **Lamar CISD**

Factor(s)	Total Pts.	Comcast	EM3	Nextlink	PS Lightwave	Windstream
Price of eligible service/product	30					
Reputation of or past experience with vendor and vendor's service/product	25					
Quality of vendor's service/product	25					
Service/product meets school needs	10					
Total long term cost to the school	10					
<b>AVERAGE TOTAL SCORE</b>	<b>100</b>	<b>84.75</b>	<b>63.75</b>	<b>56.25</b>	<b>89.25</b>	<b>48.75</b>

<b>Winning Bidder:</b>	<b>1A - PS Lightwave, 1B - Comcast</b>
<b>Disqualified Bidders and Reason for Disqualification:</b>	
<b>Signature of person evaluating:</b>	
<b>Printed Name of person evaluating:</b>	<b>David Jacobson</b>
<b>Date of evaluation:</b>	<b>3/4/2021</b>

**Internet Access Monthly Cost Comparison**

	<b>Nextlink</b>	<b>PS Lightwave</b>	<b>Comcast</b>	<b>EM3</b>	<b>Windstream</b>
10Gbps	\$3,400	\$3,899	\$4,000	\$4,259	\$5,000



# COST PROPOSAL

## INTERNET ACCESS SERVICES

PS Lightwave currently delivers 3Gb of Internet Access on a 10Gb port at 930 E Stadium Dr (District NOC) under contract PLW-16010. The pricing option proposed below includes the delivery of aggregated bandwidth to the Development Center/Noc and to Fulshear Data Center.

INTERNET ACCESS SERVICES						
Bandwidth	Three Year		Optional Year 4		Optional Year 5	
	NRC	MRC	NRC	MRC	NRC	MRC
<b>5 Gb</b>	\$0	\$2,900	\$0	\$2,459	\$0	\$2,459
<b>7 Gb</b>	\$0	\$3,310	\$0	\$2,979	\$0	\$2,979
<b>10 Gb</b>	\$0	\$3,899	\$0	\$3,509	\$0	\$3,509
* Plus applicable taxes and fees						

# COMCAST BUSINESS

## Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

### Options: Ethernet Dedicated Internet Service (EDI):

1. Development Center-930 E Stadium Dr Ronsenberg, TX 77471
2. Transportation Facility-29826 FM 1093 Fulshear, TX 77441

Options	Contract Term	Product	Bandwidth	Unit Cost Monthly Recurring	Non-Recurring Charge
1	36 Months	EDI	5,000 Mbps	\$2,800.00	\$0.00
2	36 Months	EDI	10,000 Mbps	\$4,000.00	\$0.00

IPv4 Sub-net Blocks	Usable IPs	MRC	NRC
/30	2	\$20.00	\$0
/29	6	\$25.00	\$0
/28	14	\$30.00	\$0
/27	30	\$50.00	\$0
/26	62	\$75.00	\$0
/25	126	\$100.00	\$0
/24	254	\$200.00	\$0

### Optional Comcast Manager Router EDI Services

Comcast Manager Router per Month per Circuit / NRC is \$550 for each site						
		Model	Equipment Rental	Router Service	Managed Service	Total MRC
	Small	SRX-320	\$20	\$60	\$45	\$125.00
	Medium	SRX-345	\$30			\$135.00
	Large	SRX-1500	\$100			\$205.00
	Small	ISR 1111-8P	\$35	\$60	\$45	\$140.00
	Medium	ISR 4331/K9	\$70			\$175.00
	Large	ISR 4461/K9	\$380			\$485.00
		Small 1 Mbps - 250 Mbps	Medium 1 Mbps - 1.5 Gbps	Large 1 Mbps – 10 Gbps		

**CONSIDER APPROVAL OF UNINTERRUPTABLE POWER SUPPLY PURCHASES**

**RECOMMENDATION:**

That the Board of Trustees approves the purchase of Uninterruptable Power Supplies (UPS) and services in the amount of \$886,108.64, including optional items, from RockIT.

**IMPACT/RATIONALE:**

The District has several UPS that are failing. As a result, each time there is an electrical power event at a campus or other building, the network equipment may abruptly shut down. When this happens, a technician must properly restart all the affected equipment. Not only does this disable the building's network but it costs the District money in wear and damage to equipment as well as staff time. RockIT will replace these UPS for \$770,529.26 plus a 15% contingency of 115,579.38 for a total of \$886,108.64.

**PROGRAM DESCRIPTION:**

The 2020 bond included funds for UPS replacements and will be used to pay for this project. RockIT offers these products through a TIPS contract.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent



We have prepared a quote for you

UPS Bond Project

Quote # 001438  
Version 1

Prepared for:

Lamar Consolidated ISD

David Banks  
david.banks@lcsid.org

 TIPS Contract

TIPS - 200105 Technology Solutions Products and Services

Hardware

Description	Price	Qty	Ext. Price
<p>5P3000RT 5P 3000VA LCD+ RT 120V 2U PERP</p> 	\$1,236.38	225	\$278,185.50
<p>103007018GA-5591 Eaton 2 Post Mounting Rail Kit (Recommended)</p> 	\$84.91	225*	\$19,104.75
<p>5P1500R Eaton 5P Rackmount UPS - 1U Rack-mountable - 4 Minute Stand-by - 110 V AC Input - 5 x NEMA 5-15R</p> 	\$767.99	137	\$105,214.63
<p>SRSHELF2PDP UPS Support Shelf</p>	\$59.22	137	\$8,113.14
<p>NETWORK-M2 Eaton Gigabit Network Card - Multicolor</p> 	\$275.39	362	\$99,691.18
<p>EMPDT1H1C2 Eaton Environmental Monitoring Probe</p> 	\$239.20	270	\$64,584.00
<p>UTP28SP100R Panduit Cat.6 UTP Patch Network Cable - 10 ft Category 6 Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - Gold Plated Contact - 28 AWG - Orange New UPS Environmental Probes</p> 	\$11.05	632	\$6,983.60
<p>Miscellaneous Materials Rack Screws, Velcro, etc.</p>	\$1,161.96	1	\$1,161.96

## Hardware

Description	Price	Qty	Ext. Price
			* Optional Subtotal: \$19,104.75
			Subtotal: \$563,934.01

## Shelf Stock

Description	Price	Qty	Ext. Price
 <p>5P3000RT 5P 3000VA LCD+ RT 120V 2U PERP</p>	\$1,236.38	25	\$30,909.50
 <p>103007018GA-5591 Eaton 2 Post Mounting Rail Kit</p>	\$84.91	25*	\$2,122.75
 <p>5P1500R Eaton 5P Rackmount UPS - 1U Rack-mountable - 4 Minute Stand-by - 110 V AC Input - 5 x NEMA 5-15R</p>	\$767.99	15	\$11,519.85
SRSHELF2PDP UPS Support Shelf	\$59.22	15	\$888.30
 <p>NETWORK-M2 Eaton Gigabit Network Card - Multicolor</p>	\$275.39	40	\$11,015.60
 <p>EMPDT1H1C2 Eaton Environmental Monitoring Probe</p>	\$239.20	30	\$7,176.00
 <p>UTP28SP100R Panduit Cat.6 UTP Patch Network Cable - 10 ft Category 6 Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - Gold Plated Contact - 28 AWG - Orange New UPS Environmental Probes</p>	\$11.05	70	\$773.50



Shelf Stock

Description	Price	Qty	Ext. Price
			* Optional Subtotal: \$2,122.75
			Subtotal: \$62,282.75

Professional Services

Description	Price	Qty	Ext. Price	
<b>Installation and Configuration</b>				
Professional Services	Consultant II – Network Infrastructure - Configuration Services of Equipment listed in quote. Includes WUG removal of existing equipment and add new equipment.	\$125.00	400	\$50,000.00
Professional Services	Consultant II – Network Infrastructure - Configure WUG Alerts	\$125.00	159	\$19,875.00
Professional Services	Consultant I - R&R - Transportation of New Equipment, Remove Old UPS, Mount New UPS, Documentation and Delivery of Equipment to be Recycled to the Data Center.	\$65.00	694	\$45,110.00
Professional Services	Project Management	\$90.00	90	\$8,100.00
Any Additional Troubleshooting due to existing equipment not powering up correctly/with issues and delays do to campus restrictions once on site will be charged separately.				
Locations will need to be notified about Campus outages in advance. Need LCISD contact to confirm we can be on campus a minimum of a week in advance for each site.				
Two Additional Sets of Keys would be required for this project.				
This contract is priced for afterhours and weekends as needed for this project.				

Subtotal: \$123,085.00

## UPS Bond Project

### Prepared by:

RockIT Consulting LLC.  
Nicky Stavinoha  
832-723-9732  
nstavinoha@rockit-consulting.com



### Prepared for:

Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, TX 77471  
David Banks  
(832) 600-3505  
david.banks@lcsid.org

### Quote Information:

Quote #: 001438  
Version: 1  
Delivery Date: 02/10/2021  
Expiration Date: 03/31/2021

## Quote Summary

Description	Amount
Hardware	\$563,934.01
Shelf Stock	\$62,282.75
Professional Services	\$123,085.00
<b>Total:</b>	
	\$749,301.76

## \*Optional Expenses

Description	One-Time
Hardware	\$19,104.75
Shelf Stock	\$2,122.75
<b>Optional Subtotal:</b>	
	\$21,227.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### RockIT Consulting LLC.

Signature:   
Name: Nicky Stavinoha  
Title: Senior Sales / Account Manager  
Date: 02/10/2021

### Lamar Consolidated ISD

Signature: \_\_\_\_\_  
Name: David Banks  
Date: \_\_\_\_\_

**CONSIDER APPROVAL OF NETWORK HARDWARE  
FOR SECONDARY CAMPUSES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of network switches, related components and installation in the amount of \$4,276,344.53 from Red River Technology LLC.

**IMPACT/RATIONALE:**

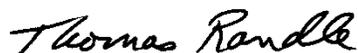
The District has approximately 1,000 network access switches that connect and power devices such as computers, printers, telephones, and wireless access points. Many of these switches are old, failing, obsolete and need to be replaced. Red River will replace these switches for \$3,887,585.94 plus a 10% contingency of \$388,758.59 for a total of \$4,276,344.53.

**PROGRAM DESCRIPTION:**

Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the district could apply for cost reductions. A bid evaluation was done, and Red River submitted the only bid. This project will be paid out of 2020 Bond funds dedicated to network upgrades.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Red River

Lamar Consolidated Independent School District  
 DAVID BANKS  
 david.banks@lcisd.org

**QUOTE NUMBER**  
**OP-0045113-4**

Quote Date:  
 2/17/2021

RFQ:

Contract: **TEXAS DIR - CISCO**  
**TEXAS DIR CISCO Contract #DIR-TSO-4167**

Quote Name: OP-0045113

**Red River is monitoring the current health and economic environment as it relates to our supply chain. The lead times on this quote are based on the most current information available and are subject to change as the situation evolves.**

## THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

### YOUR ACCOUNT TEAM

**David Horton**  
 david.horton@redriver.com

**Chris Glock-Shambo**  
 chris.glock-shambo@redriver.com

LEAD TIME	SHIP VIA	F.O.B.	TERMS
30 DAYS ARO	GRD SHIP	FOB Destination	NET 30

LINE #	ITEM #	DESCRIPTION	QTY	PRICE	EXT. PRICE
		TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167			
1	C9300-48U-EDU	CISCO CATALYST 9300 48-PORT UPOE, K12 TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$4,998.06	\$564,780.78
2	C9300-NW-A-48	CISCO C9300 NETWORK ADVANTAGE, 48-PORT LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
3	SC9300UK9-173	CISCO UNIVERSAL TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
4	PWR-C1-1100WAC-P	CISCO 1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
5	C9300-SPS-NONE	CISCO	113	\$0.00	\$0.00

NO SECONDARY POWER SUPPLY SELECTED  
 TEXAS DIR - CISCO  
 TEXAS DIR CISCO Contract #DIR-TSO-4167

6	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
7	C9300-SSD-NONE	CISCO NO SSD CARD SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
8	STACK-T1-50CM	CISCO 50CM TYPE 1 STACKING CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$45.16	\$5,103.08
9	CAB-SPWR-30CM	CISCO CATALYST STACK POWER CABLE 30 CM TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$42.90	\$4,847.70
10	NM-BLANK-T1	CISCO CISCO CATALYST TYPE 1 NETWORK MODULE BLANK TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
11	PWR-C1-BLANK	CISCO CONFIG 1 POWER SUPPLY BLANK TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
12	C9300-DNA-A-48	CISCO C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
13	C9300-DNA-A-48-5Y	CISCO C9300 DNA ADVANTAGE, 48-PORT, 5 YEAR TERM LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$2,835.89	\$320,455.57
14	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
15	PI-LFAS-AP-T-5Y	CISCO	113	\$0.00	\$0.00

PI DEV LIC FOR LIFECYCLE & ASSURANCE  
 TERM 5Y  
 TEXAS DIR - CISCO  
 TEXAS DIR CISCO Contract #DIR-TSO-4167

16	C9300-NM-NONE	CISCO NO NETWORK MODULE SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
17	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	113	\$0.00	\$0.00
18	C9300-48U-EDU	CISCO CATALYST 9300 48-PORT UPOE, K12 TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$4,998.06	\$409,840.92
19	C9300-NW-A-48	CISCO C9300 NETWORK ADVANTAGE, 48-PORT LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
20	SC9300UK9-173	CISCO UNIVERSAL TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
21	PWR-C1-1100WAC-P	CISCO 1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
22	C9300-SPS-NONE	CISCO NO SECONDARY POWER SUPPLY SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
23	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
24	C9300-SSD-NONE	CISCO NO SSD CARD SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
25	NM-BLANK-T1	CISCO	82	\$0.00	\$0.00

CISCO CATALYST TYPE 1 NETWORK MODULE  
 BLANK  
 TEXAS DIR - CISCO  
 TEXAS DIR CISCO Contract #DIR-TSO-4167

26	PWR-C1-BLANK	CISCO CONFIG 1 POWER SUPPLY BLANK TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
27	C9300-DNA-A-48	CISCO C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
28	C9300-DNA-A-48-5Y	CISCO C9300 DNA ADVANTAGE, 48-PORT, 5 YEAR TERM LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$2,835.89	\$232,542.98
29	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
30	PI-LFAS-AP-T-5Y	CISCO PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
31	C9300-NM-NONE	CISCO NO NETWORK MODULE SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
32	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$0.00	\$0.00
33	STACK-T1-3M	CISCO 3M TYPE 1 STACKING CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$135.47	\$11,108.54
34	CAB-SPWR-150CM	CISCO CATALYST STACK POWER CABLE 150 CM - UPGRADE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	82	\$45.16	\$3,703.12

35	C9300-48UN-EDU	CISCO CATALYST 9300 48-PORT 5GBPS, K12 TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$5,644.69	\$745,099.08
36	C9300-NW-A-48	CISCO C9300 NETWORK ADVANTAGE, 48-PORT LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
37	SC9300UK9-173	CISCO UNIVERSAL TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
38	PWR-C1-1100WAC-P	CISCO 1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
39	C9300-SPS-NONE	CISCO NO SECONDARY POWER SUPPLY SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
40	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
41	C9300-SSD-NONE	CISCO NO SSD CARD SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
42	STACK-T1-50CM	CISCO 50CM TYPE 1 STACKING CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$45.16	\$5,961.12
43	CAB-SPWR-30CM	CISCO CATALYST STACK POWER CABLE 30 CM TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$42.90	\$5,662.80
44	NM-BLANK-T1	CISCO CISCO CATALYST TYPE 1 NETWORK MODULE BLANK TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
45	PWR-C1-BLANK	CISCO	132	\$0.00	\$0.00

CONFIG 1 POWER SUPPLY BLANK  
 TEXAS DIR - CISCO  
 TEXAS DIR CISCO Contract #DIR-TSO-4167

46	C9300-DNA-A-48	CISCO C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
47	C9300-DNA-A-48-5Y	CISCO C9300 DNA ADVANTAGE, 48-PORT, 5 YEAR TERM LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$2,835.89	\$374,337.48
48	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
49	PI-LFAS-AP-T-5Y	CISCO PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
50	C9300-NM-NONE	CISCO NO NETWORK MODULE SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
51	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	132	\$0.00	\$0.00
52	PWR-C1-1100WAC-P=	CISCO 1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY SPARE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	107	\$953.33	\$102,006.31
53	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	107	\$0.00	\$0.00
54	C9300-NM-8X=	CISCO CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	194	\$1,194.27	\$231,688.38

55	SFP-H10GB-CU3M=	CISCO 10GBASE-CU SFP+ CABLE 3 METER TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	40	\$49.66	\$1,986.40
56	SFP-10G-LR-S=	CISCO 10GBASE-LR SFP MODULE, ENTERPRISE- CLASS TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	354	\$938.70	\$332,299.80
57	C9500-48Y4C-EDU	CISCO CATALYST 9500 48-PORT X 1/10/25G AND 4- PORT 40/10 0G , EDU TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$10,612.01	\$212,240.20
58	C9500-NW-A	CISCO C9500 NETWORK STACK, ADVANTAGE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$0.00	\$0.00
59	SC9500HUK9-173	CISCO CISCO CATALYST 9500H XE.17.3 UNIVERSAL TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$0.00	\$0.00
60	C9K-PWR-650WAC-R	CISCO 650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLIN G TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$0.00	\$0.00
61	C9K-F1-SSD-BLANK	CISCO CISCO PLUGGABLE SSD STORAGE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$0.00	\$0.00
62	C9K-T1-FANTRAY	CISCO CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	40	\$0.00	\$0.00
63	C9500-DNA-48Y4C-A	CISCO C9500 DNA ADVANTAGE, TERM LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$0.00	\$0.00
64	C9500-DNA-A-5Y	CISCO DNA ADVANTAGE 5 YEAR LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$9,108.27	\$182,165.40

65	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	60	\$0.00	\$0.00
66	PI-LFAS-AP-T-5Y	CISCO PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	60	\$0.00	\$0.00
67	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$0.00	\$0.00
68	C9K-PWR-650WAC-R/2	CISCO 650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLIN G TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$1,053.68	\$21,073.60
69	CAB-9K12A-NA	CISCO POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERI CA TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	40	\$0.00	\$0.00
70	C9300-24UX-EDU	CISCO CATALYST 9300 24-PORT MGIG AND UPOE, K12 TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$5,860.12	\$17,580.36
71	C9300-NW-A-24	CISCO C9300 NETWORK ADVANTAGE, 24-PORT LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
72	SC9300UK9-173	CISCO UNIVERSAL TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
73	PWR-C1-1100WAC-P	CISCO 1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
74	C9300-SPS-NONE	CISCO NO SECONDARY POWER SUPPLY SELECTED	3	\$0.00	\$0.00

TEXAS DIR - CISCO  
 TEXAS DIR CISCO Contract #DIR-TSO-4167

75	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
76	C9300-SSD-NONE	CISCO NO SSD CARD SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
77	STACK-T1-50CM	CISCO 50CM TYPE 1 STACKING CABLE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$45.16	\$135.48
78	CAB-SPWR-30CM	CISCO CATALYST STACK POWER CABLE 30 CM TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$42.90	\$128.70
79	PWR-C1-BLANK	CISCO CONFIG 1 POWER SUPPLY BLANK TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
80	C9300-DNA-A-24	CISCO C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
81	C9300-DNA-A-24-5Y	CISCO C9300 DNA ADVANTAGE, 24-PORT, 5 YEAR TERM LICENSE TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$1,512.78	\$4,538.34
82	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
83	PI-LFAS-AP-T-5Y	CISCO PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
84	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	3	\$0.00	\$0.00

TEXAS DIR - CISCO  
 TEXAS DIR CISCO Contract #DIR-TSO-4167

85	NM-BLANK-T1	CISCO CISCO CATALYST TYPE 1 NETWORK MODULE BLANK TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
86	C9300-NM-NONE	CISCO NO NETWORK MODULE SELECTED TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	3	\$0.00	\$0.00
87	QSFP-H40G-AOC3M=	CISCO 40GBASE ACTIVE OPTICAL CABLE, 3M TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	20	\$427.94	\$8,558.80
88	RRPS-PROJ-FFP	RED RIVER RED RIVER PROJECT FFP TEXAS DIR - CISCO TEXAS DIR CISCO Contract #DIR-TSO-4167	1	\$89,741.00	\$89,741.00

**TOTAL** \$3,887,585.94

**WE WELCOME YOUR FEEDBACK.**

Please complete our customer survey at [redriver.com/customer-survey](https://redriver.com/customer-survey).

**\*Attention Contracting\*** Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is provided in accordance with FAR Part 13, 14, or 15. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit: [Terms and Conditions](#)

**REMIT TO:**

Red River Technology LLC  
 PO Box 780924  
 Philadelphia, PA 19178-0924

**CONSIDER APPROVAL OF DARK FIBER LEASE AND MAINTENANCE**

**RECOMMENDATION:**

That the Board of Trustees approve PS Lightwave to provide leased dark fiber and maintenance for all district-used fiber in the amount of \$16,379.42 per month for the first year and additional years per the contract.

**IMPACT/RATIONALE:**

Fiber optic cabling connects all buildings within the District, providing network connectivity for telephones, network services, and internet. The District's fiber lease and maintenance agreement is expiring, and a new agreement is required. The agreement includes 24 hours per day, seven days per week maintenance coverage. As additional schools or other facilities are built and added to the network, the contract may be amended to cover fiber to these locations.

**PROGRAM DESCRIPTION:**

Technology Services worked with Region 12 ESC E-Rate Consulting on bid specifications, evaluation, and award recommendation. A Request for Proposals was released by Region 12 as part of and in accordance with federal E-Rate program guidelines. The evaluation process included a weighted rubric pre-established in the bid. PS Lightwave submitted the only bid. The total cost of \$16,379.42 consists of \$1,914.42 for maintenance on district owned fiber plus \$14.465 for fiber leases. This contract will be paid for with local funds.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## District Owned Fiber Optic Cable Sites

### FIBER OPTIC MAINTENANCE AND OPERATIONS

PS Lightwave's proposal includes the preventative and demand maintenance (the "Basic Maintenance") for the District owned fiber optic cable between the District sites below. Basic maintenance shall include all fiber optic cable repairs involving damage to the District owned fiber optic cable during the proposed contractual term. The District will be responsible for all pole attachment permits and any other required permits for the District's owned fiber optic cable between the sites. The Basic Maintenance price is based upon the existing District owned fiber optic cables/strands being fully operational and within standard db (deciBels) loss between the sites. PS Lightwave's Basic Maintenance cost does not include upgrading, improving, or replacing the District's existing fiber optic cable and/or improving the db loss between the sites. In addition, the Basic Maintenance does not include any forced governmental or District requested fiber optic cable relocations for the District owned fiber optic cable. Basic Maintenance shall include all repairs, maintenance, preventative care, and alterations, other than those repairs performed by PS Lightwave whose cause is not attributable to the fiber optic cable, such as those attributable to any actions or equipment provided by the District or its employees, affiliates, agents, sub-contractors, or vendors (the "Excluded Maintenance"). Notwithstanding the foregoing; any maintenance caused by fiber cuts or outages caused by any third party other than the District or the District's employees, affiliates, agents, or sub-contractors or vendors shall be repaired and restored at no additional cost to the District and as part of the Basic Maintenance.

The following sites contain District owned fiber optic cables, and the pricing is presented below:

1. Brazos Crossing/Administration Bldg., 3911 Avenue I Rosenberg, TX 77471
2. George Junior High School, 4601 Airport Ave Rosenberg, TX 77471
3. Navarro Middle School, 4700 Avenue N Rosenberg, TX 77471
4. Ray Elementary School, 2611 Avenue N Rosenberg, TX 77471
5. Smith Elementary School, 2014 Lamar Dr Richmond, TX 77469-
6. Special Needs Center, 710 Houston St. Rosenberg, Tx 77469
7. Terry High School, 5500 Avenue N Rosenberg, TX 77471
8. Travis Elementary School, 2700 Avenue K Rosenberg, TX 77471
9. Wessendorff Middle School, 5201 Mustang Ave Rosenberg, TX 77471
10. Juvenile Detention Center, 3403 Ave F Rosenberg, TX 77471

YEAR	Monthly Recurring Cost
1	1,914.42
2	2,010.14
3	2,110.65
4	2,216.18
5	2,326.99

### ADDITIONAL INFORMATION

The following sites are not included in PS Lightwave's proposal: Lamar Consolidated High School, Lamar Junior High School, Roberts Middle School, Seguin Early Childhood, Service Center, Transportation#2, Traylor Stadium, Fulshear High School.

Name	Address	Hub 1	# strands to Hub 1	Hub 1 Estimated Distance	Hub 2	# of Strands to Hub 2	Hub 2 Estimated Distance	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
1621 Place Alternative	117 Lane Dr Rosenberg, Tx. 77471	NOC	6	9,292	None	0	0	\$325	\$340	\$355	\$370	\$385
Admin Annex	3801 Avenue N Rosenberg, Tx. 77471	NOC	6	9,139	None	0	0	\$325	\$340	\$355	\$370	\$385
Aa Bam #1	1625 Band Rd(1441 Band Rd)Rosenberg, Tx. 77471	NOC	4	35,256	Meyer ES	4	6,726	\$340	\$355	\$370	\$385	\$400
Aa Bam #2	9414 Fm 359 Richmond, Tx. 77406	Data Ctr	2	33,063	None	0	0	\$275	\$290	\$305	\$320	\$335
Alternative Learning Center	1708 Avenue M Rosenberg, Tx. 77471	NOC	6	15,246	None	0	0	\$325	\$340	\$355	\$370	\$385
Arredondo Elementary	3911 Avenue I(6110 August Green Dr) Rosenberg, Tx. 77471	NOC	4	72,185	Data Ctr	2	179,789	\$325	\$340	\$355	\$370	\$385
Austin Elementary School	1630 Pitts Rd Richmond, Tx. 77469	NOC	6	38,795	None	0	0	\$325	\$340	\$355	\$370	\$385
Beasley Elementary School	7511 Ave J Beasley,Tx 77417	NOC	6	89,898	None	0	0	\$325	\$340	\$355	\$370	\$385
Bowie Elementary School	2304 Bamore Rd Rosenberg, Tx. 77471	NOC	6	23,479	None	0	0	\$325	\$340	\$355	\$370	\$385
Briscoe Jr High School	4300 Fm 723 Richmond, Tx. 77469	NOC	6	46,990	None	0	0	\$325	\$340	\$355	\$370	\$385
Campbell Elementary School	1000 Shadow Bend Drive Sugar Land, Tx. 77479	NOC	4	56,732	George Ranch HS	2	34,495	\$325	\$340	\$355	\$370	\$385
Coza Thomas Elementary School	6822 Ivy Cobb Blvd Richmond, Tx. 77469	NOC	4	76,915	George Ranch HS	2	42,654	\$325	\$340	\$355	\$370	\$385
Carl Briscoe Bentley Elementary	9910 Fm Rd 359 Richmond, Tx. 77406	Data Ctr	2	48,558	None	0	0	\$275	\$290	\$305	\$320	\$335
Culver Elementary	3131 Learning Tree Ln Rosenberg, Tx. 77471	NOC	2	50,093	None	0	0	\$275	\$290	\$305	\$320	\$335
Development Center/Noc	930 E Stadium Drive Rosenberg, Tx. 77471	Hub 1	0	0	None	0	0	\$0	\$0	\$0	\$0	\$0
Dickinson Elementary School	7110 Greatwood Pkwy Sugar Land, Tx. 77479	NOC	4	43,480	George Ranch HS	2	21,243	\$325	\$340	\$355	\$370	\$385
Don Center Elementary	8500 A Meyers Rd Richmond, Tx. 77469	NOC	2	62,886	None	0	0	\$275	\$290	\$305	\$320	\$335
Fort Bend Co. Alter - Jleap	3403 Ave F Rosenberg,Tx. 77471	NOC	2	8,800	None	0	0	\$275	\$290	\$305	\$320	\$335
Foster High School	4400 Fm 723 Richmond, Tx. 77469	NOC	6	63,406	None	0	0	\$325	\$340	\$355	\$370	\$385
Frost Elementary School	3308 Skinner Lane Richmond, Tx. 77469	NOC	6	55,057	None	0	0	\$325	\$340	\$355	\$370	\$385
George Ranch High School	8181 Fm 762 Richmond, Tx. 77469	NOC	6	43,579	None	0	0	\$325	\$340	\$355	\$370	\$385
Harry Wright Junior High	7500 Koeblen Road Richmond, Tx. 77469	NOC	6	60,736	None	0	0	\$325	\$340	\$355	\$370	\$385
Huggins Elementary School	11 Huggins Dr Fulshear, Tx. 77441	NOC	4	112,000	Data Ctr	2	8,991	\$325	\$340	\$355	\$370	\$385
Ima Dru Hutchison Elementary	3602 Ransom Road (3602 William Way Blvd) Richmond, Tx. 77469	NOC	6	27,515	None	0	0	\$325	\$340	\$355	\$370	\$385
Jackson Elementary School	301 Third Street Rosenberg, Tx. 77471	NOC	6	22,701	None	0	0	\$325	\$340	\$355	\$370	\$385
James C Adobius Elementary	7910 Winston Ranch Pkwy Richmond, Tx. 77406-	NOC	6	64,409	None	0	0	\$325	\$340	\$355	\$370	\$385
Jane Long Elementary School	907 Main St Richmond, Tx. 77469	NOC	4	15,749	None	0	0	\$300	\$315	\$330	\$345	\$360
Joe Hubenak Elementary School	11330 Rancho Bella Parkway Richmond, Tx. 77406	Data Ctr	4	40,047	Foster HS	2	52,240	\$325	\$340	\$355	\$370	\$385
Juan Seguin Elementary	605 Mabel St Richmond, Tx. 77469	NOC	6	21,021	None	0	0	\$325	\$340	\$355	\$370	\$385
Juvenile Detent Ctr	122 Golfview Richmond, Tx. 77469	NOC	2	15,926	None	0	0	\$275	\$290	\$305	\$320	\$335
Lindsey Elementary	2431 Jean Collier Trace Katy, Tx. 77484	Data Ctr	2	82,735	None	0	0	\$275	\$290	\$305	\$320	\$335
Maintenance	1051 Lane Dr Rosenberg, Tx. 77471	NOC	2	15,330	None	0	0	\$275	\$290	\$305	\$320	\$335
McNeill Elementary School	7300 Mason Road Richmond, Tx. 77407	Data Ctr	4	83,240	Foster HS	2	72,437	\$325	\$340	\$355	\$370	\$385
Meyer Elementary School	1930 J Meyer Rd Richmond, Tx. 77469	NOC	6	33,701	None	0	0	\$325	\$340	\$355	\$370	\$385
Prink Elementary School	1001 Collins Rd Richmond, Tx. 77469	NOC	6	20,049	None	0	0	\$325	\$340	\$355	\$370	\$385
Polly Ryon 61Th Grade Center	8181 Fm 762 Richmond, Tx. 77469-	NOC	6	44,403	None	0	0	\$325	\$340	\$355	\$370	\$385
Powell Point	2601 Fm 2019 Kendallston, Tx. 77451	NOC	2	119,033	Data Ctr	2	203,282	\$300	\$315	\$330	\$345	\$360
Randle High School	7600 Koeblen Road Richmond, Tx. 77469	NOC	6	82,611	None	0	0	\$325	\$340	\$355	\$370	\$385
Reading Junior High	8101 Fm 762 Richmond, Tx. 77469	NOC	4	42,498	George Ranch HS	2	2,408	\$325	\$340	\$355	\$370	\$385
Tamaron Elementary	29616 Rileys Ridge Katy, Tx. 77494	Data Ctr	2	85,105	None	0	0	\$275	\$290	\$305	\$320	\$335
Transportation Facility/Data Center	29926 Fm 1093 Fulshear, Tx. 77441	NOC	6	143,743	None	0	0	\$325	\$340	\$355	\$370	\$385
Wertheimer Middle School	4240 Fm 723 Richmond, Tx. 77469	NOC	4	52,253	Foster HS	2	24,626	\$325	\$340	\$355	\$370	\$385
Wessendorf Middle School	5201 Mustang Ave Rosenberg, Tx. 77471	NOC	6	5,587	None	0	0	\$325	\$340	\$355	\$370	\$385
William Velasquez Elementary School	402 Maack Road Richmond, Tx. 77469	NOC	4	54,151	George Ranch HS	2	31,914	\$325	\$340	\$355	\$370	\$385
Williams Elementary School	5111 Fm 762 Rd Richmond, Tx. 77469	NOC	4	25,309	George Ranch HS	2	19,440	\$325	\$340	\$355	\$370	\$385
Fletcher Morgan Jr Elementary	32720 Fm 1093 Rd Fulshear, Tx. 77441	Data Ctr	6	19,312	None	0	0	\$325	\$340	\$355	\$370	\$385
Phelan Elementary	Great Blue Heron Ln Richmond, Tx. 77469	NOC	6	24,435	None	0	0	\$325	\$340	\$355	\$370	\$385
<b>Total</b>								<b>\$14,465</b>	<b>\$16,165</b>	<b>\$15,845</b>	<b>\$16,535</b>	<b>\$17,225</b>

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT TRANSFER REQUESTS TO ADOLPHUS, ARREDONDO, BENTLEY, BEASLEY, CARTER, CULVER, FROST, HUBENAK, HUGGINS, HUTCHISON, LINDSEY, MCNEILL, MORGAN, AND TAMARRON ELEMENTARY SCHOOLS**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2021-2022 school year: Adolphus, Arredondo, Bentley, Beasley, Carter, Culver, Frost, Hubenak, Huggins, Hutchinson, Lindsey, McNeill, Morgan, and Tamarron Elementary Schools. It is noted that the freeze on the intra-district/inter-district transfers would not include the following:

- If the elementary level enrollment exceeds the 22-1 average capacity at individual grade levels that would require the hiring of additional staff. Principals would examine the number of transfer students. The transfer may have to be rescinded. In these cases, the parents would be notified.
- A residence change to another Lamar CISD school attendance zone after the beginning of the semester (generally 7 weeks or greater). In this case the student may remain at his/her current campus until the end of the current semester. Proof of current address will be required to confirm the student's new address is within the District's boundaries.
- A pending residence change to another Lamar CISD school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally 6 weeks or less). In this case, the student may transfer to the campus of his/her new attendance zone. Documentation indicating an earnest contract, lender approval, closing documents, and/or a signed lease is required as proof of residence.
- Full-time Lamar CISD employees that are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student will return to the campus for which he/she is zoned at the end of the semester in which employment ends.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer  
Diane Parks, Assistant Superintendent of Elementary Education

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT AND INTER-DISTRICT TRANSFER REQUESTS TO POLLY RYON MIDDLE, READING JUNIOR HIGH, AND GEORGE RANCH HIGH SCHOOLS**

A freeze has been placed for new intra-district and inter-district transfer requests at the following schools for the 2021-2022 school year: Polly Ryon Middle, Reading Junior High, and George Ranch High schools. It is noted that the freeze on the intra-district/inter-district transfers would not include:

- A residence change to another high school attendance zone for a high school student who has completed six (6) or more semesters at his/her original high school campus. In this case, the student may remain with his/her class.
- A residence change to another Lamar CISD school attendance zone after the beginning of the semester {generally 7 weeks or greater). In this case the student may remain at his/her current campus until the end of the current semester. Proof of current address will be required to confirm the student's new address is within the District's boundaries.
- A pending residence change to another Lamar CISD school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally 6 weeks or less). In this case, the student may transfer to the campus of his/her new attendance zone. Documentation indicating an earnest contract, lender approval, closing documents, and/or a signed lease is required as proof of residence.
- Full-time Lamar CISD employees that are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student will return to the campus for which he/she is zoned at the end of the semester in which employment ends.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer  
Dr. Andree Osagie, Assistant Superintendent of Secondary  
Education

**INFORMATION ITEM: DEMOGRAPHIC UPDATE**

In order to manage growth effectively, the District employs Population and Survey Analysts (PASA) to analyze student trends, projections of housing occupations by planning unit, ratios of students per household, Districtwide projections and long-range planning. PASA has completed the 2021 update which will be posted publicly on the District website.

Staff will present an overview of the update.

Resource Person: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development

### **INFORMATION ITEM: CAMPUS CLIMATE SURVEYS**

Lamar CISD believes community engagement is critical to the success of our schools and students. With that in mind, we launched our seventh Campus Climate Survey in December, seeking parent, student and campus staff views on the educational climate in each school.

A total of 21,466 people participated in the survey—including 12,582 students, 6,156 parents and 2,728 staff members.

Overall, the results were positive. For example, 83 percent of parents and 81 percent of staff members gave their schools an “A” or “B” for education quality. Meanwhile, 73 percent of our students also gave their school an “A” or “B” for education quality.

Designed and administered by independent technology and communications firm K12 *Insight*, the survey focused on the following topics:

- COVID-19 Response
- Academic Preparation
- Student Support
- School Leadership
- Parent Engagement
- Safety
- School Operations
- Stakeholder Support

The District and campuses will use feedback from this survey to help guide decision-making. District and campus level survey results will be posted on the Lamar CISD website.

Resource Persons: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development  
Lindsey Sanders, Director of Community Relations

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF FEBRUARY 28, 2021)**

- Exhibit "A" gives the LCISD collections made during the month of February 28, 2021.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2020 through August 31, 2021.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2020-21 roll as compared to prior years. Through February 28, 2021, LCISD had collected 94.8 % of the 2020-21 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2020-2021.
- 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  
February 2021

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund		Debt Service	
					Taxes Paid	Collection Fees	Taxes Paid	Collection Fees
20	\$ 33,643,748.99	\$ 116,574.19	\$ 3,938.26	\$ 33,764,261.44	\$ 24,365,274.30	\$ 88,362.67	\$ 9,278,474.69	\$ 32,149.78
19	\$ 88,504.52	\$ 23,039.98	\$ 22,380.40	\$ 133,924.90	\$ 65,037.38	\$ 39,311.29	\$ 23,467.14	\$ 6,109.09
18	\$ 8,221.80	\$ 2,735.83	\$ 1,783.40	\$ 12,741.03	\$ 6,269.87	\$ 3,869.72	\$ 1,951.93	\$ 649.51
17	\$ 17,996.18	\$ 2,959.99	\$ 1,723.60	\$ 22,679.77	\$ 13,464.92	\$ 3,938.32	\$ 4,531.26	\$ 745.27
16	\$ 9,577.32	\$ 2,673.68	\$ 1,356.21	\$ 13,607.21	\$ 7,165.85	\$ 3,356.67	\$ 2,411.47	\$ 673.22
15	\$ 2,610.17	\$ 1,248.71	\$ 365.48	\$ 4,224.36	\$ 1,952.96	\$ 1,299.78	\$ 657.21	\$ 314.41
14	\$ 1,006.05	\$ 841.15	\$ 367.62	\$ 2,214.82	\$ 752.74	\$ 996.98	\$ 253.31	\$ 211.79
13	\$ 866.86	\$ 832.36	\$ 339.66	\$ 2,038.88	\$ 648.60	\$ 962.45	\$ 218.26	\$ 209.57
12	\$ 793.93	\$ 788.94	\$ 316.57	\$ 1,899.44	\$ 594.03	\$ 906.86	\$ 199.90	\$ 198.65
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ 0.35	\$ 0.43	\$ 0.11	\$ 0.89	\$ 0.25	\$ 0.43	\$ 0.10	\$ 0.11
09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
06	\$ 0.02	\$ 0.04	\$ -	\$ 0.06	\$ 0.02	\$ 0.03	\$ -	\$ 0.01
05	\$ 952.18	\$ 1,837.71	\$ 557.98	\$ 3,347.87	\$ 841.35	\$ 2,181.78	\$ 110.83	\$ 213.91
04	\$ 931.40	\$ 1,862.18	\$ 543.67	\$ 3,337.25	\$ 822.98	\$ 2,189.09	\$ 108.42	\$ 216.76
03	\$ 806.28	\$ 1,749.63	\$ 383.39	\$ 2,939.30	\$ 726.60	\$ 1,960.11	\$ 79.68	\$ 172.91
02	\$ 771.50	\$ 1,766.74	\$ 380.74	\$ 2,918.98	\$ 695.25	\$ 1,972.88	\$ 76.25	\$ 174.60
01	\$ 795.80	\$ 1,917.88	\$ 407.05	\$ 3,120.73	\$ 717.15	\$ 2,135.39	\$ 78.65	\$ 189.54
00	\$ 717.81	\$ 1,816.06	\$ 380.08	\$ 2,913.95	\$ 639.01	\$ 1,996.77	\$ 78.80	\$ 199.37
99 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 33,778,301.16	\$ 162,645.50	\$ 35,224.22	\$ 33,976,170.88	\$ 24,465,603.26	\$ 155,441.22	\$ 9,312,697.90	\$ 42,428.50

Lamar Consolidated ISD  
 Tax Collections  
 September 1, 2020-August 31, 2021  
 (Year-To-Date)

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 2/28/2021
20	\$ 235,298,139.34	\$ 3,883,463.52	\$ 239,181,602.86	\$ 226,821,738.24	\$ 116,574.19	\$ 3,938.26	\$ 226,942,250.69	\$ 12,359,864.62
19	\$ 2,238,716.48	\$ (193,506.54)	\$ 2,045,209.94	\$ 706,833.22	\$ 177,096.21	\$ 186,021.04	\$ 1,069,950.47	\$ 1,338,376.72
18	\$ 777,233.71	\$ (119,964.24)	\$ 657,269.47	\$ 21,079.41	\$ 36,446.46	\$ 26,189.60	\$ 83,715.47	\$ 636,190.06
17	\$ 479,183.76	\$ 24,768.32	\$ 503,952.08	\$ 103,197.70	\$ 20,568.72	\$ 11,820.46	\$ 135,586.88	\$ 400,754.38
16	\$ 350,011.80	\$ 9,292.08	\$ 359,303.88	\$ 73,319.79	\$ 16,116.53	\$ 7,889.95	\$ 97,326.27	\$ 285,984.09
15	\$ 252,679.32	\$ (101,125.78)	\$ 151,553.54	\$ (62,273.16)	\$ 10,600.81	\$ 3,908.58	\$ (47,763.77)	\$ 213,826.70
14	\$ 194,346.73	\$ (117,714.37)	\$ 76,632.36	\$ (88,316.94)	\$ 7,621.24	\$ 3,269.48	\$ (77,426.22)	\$ 164,949.30
13	\$ 167,816.87	\$ (640.81)	\$ 167,176.06	\$ 25,968.14	\$ 4,230.25	\$ 1,534.97	\$ 31,733.36	\$ 141,207.92
12	\$ 161,649.09	\$ 6,279.42	\$ 167,928.51	\$ 24,397.77	\$ 4,516.92	\$ 1,467.98	\$ 30,382.67	\$ 143,530.74
11	\$ 155,202.46	\$ 6,712.52	\$ 161,914.98	\$ 16,300.90	\$ 3,845.92	\$ 1,046.85	\$ 21,193.67	\$ 145,614.08
10	\$ 144,657.40	\$ 2,026.07	\$ 146,683.47	\$ 10,778.04	\$ 3,885.84	\$ 1,117.58	\$ 14,781.46	\$ 135,905.43
09	\$ 79,838.41	\$ -	\$ 79,838.41	\$ 10,303.06	\$ 4,320.11	\$ 983.29	\$ 15,606.46	\$ 69,535.35
08	\$ 62,515.38	\$ -	\$ 62,515.38	\$ 4,394.79	\$ 4,330.28	\$ 194.13	\$ 8,919.20	\$ 58,120.59
07	\$ 55,818.21	\$ -	\$ 55,818.21	\$ 4,416.91	\$ 4,749.08	\$ 224.75	\$ 9,390.74	\$ 51,401.30
06	\$ 60,890.17	\$ -	\$ 60,890.17	\$ 5,626.16	\$ 6,526.66	\$ 290.27	\$ 12,443.09	\$ 55,264.01
05	\$ 115,006.58	\$ -	\$ 115,006.58	\$ 7,139.99	\$ 9,639.98	\$ 2,110.01	\$ 18,889.98	\$ 107,866.59
04	\$ 31,884.63	\$ -	\$ 31,884.63	\$ 6,843.13	\$ 9,777.64	\$ 2,017.56	\$ 18,638.33	\$ 25,041.50
03	\$ 23,235.40	\$ -	\$ 23,235.40	\$ 1,961.01	\$ 3,593.29	\$ 680.87	\$ 6,235.17	\$ 21,274.39
02	\$ 12,057.97	\$ -	\$ 12,057.97	\$ 830.75	\$ 1,861.05	\$ 380.74	\$ 3,072.54	\$ 11,227.22
01	\$ 11,292.25	\$ -	\$ 11,292.25	\$ 855.05	\$ 2,016.93	\$ 418.96	\$ 3,290.94	\$ 10,437.20
00	\$ 11,496.86	\$ -	\$ 11,496.86	\$ 777.06	\$ 1,919.85	\$ 391.99	\$ 3,088.90	\$ 10,719.80
99 & prior	\$ 14,398.55	\$ -	\$ 14,398.55	\$ 66.12	\$ 124.39	\$ 14.73	\$ 205.24	\$ 14,332.43
<b>Totals</b>	<b>\$ 240,698,071.37</b>	<b>\$ 3,399,590.19</b>	<b>\$ 244,097,661.56</b>	<b>\$ 227,696,237.14</b>	<b>\$ 450,362.35</b>	<b>\$ 254,912.05</b>	<b>\$ 228,401,511.54</b>	<b>\$ 16,401,424.42</b>

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

MONTH	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
NOV	1.0%	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%
DEC	53.8%	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%
JAN	80.8%	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%
FEB	94.8%	95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%
MAR		96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%
APR		97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%
MAY		98.0%	98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%
JUNE		98.5%	98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%
JULY		98.8%	99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%
AUG		99.0%	99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2020-21 TAX COLLECTIONS  
AS OF FEBRUARY 28, 2021**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 2/28/2021</b>	<b>% OF BUDGET COLLECTED</b>
2020	2020-2021	\$ 237,648,913	\$ 226,821,738	95.44%
2019 & Prior	2019-20 & Prior	\$ 2,095,000	\$ 874,499	41.74%
<b>TOTAL</b>		<b>\$ 239,743,913</b>	<b>\$ 227,696,237</b>	<b>94.97%</b>

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 TAX COLLECTION REPORT  
 AS OF FEBRUARY 28, 2021

SCHOOL YEAR TAX YEAR	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019	2020-21 2020
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948	\$ 235,298,139
1 Collections	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 224,366,601	\$ 226,821,738
Adj. To Roll	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 267,370	\$ 3,883,464
2 Collections	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 928,193	\$ 706,833	
Adj. To Roll	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (146,858)	\$ (193,507)	
3 Collections	\$ 192,822	\$ 424,152	\$ 345,499	\$ 21,079		
Adj. To Roll	\$ 63,603	\$ 238,403	\$ 71,249	\$ (119,964)		
4 Collections	\$ 311,639	\$ 280,592	\$ 103,198			
Adj. To Roll	\$ 233,019	\$ 146,806	\$ 24,768			
5 Collections	\$ 179,195	\$ 73,320				
Adj. To Roll	\$ 72,839	\$ 9,292				
6 Collections	\$ (62,273)					
Adj. To Roll	\$ (101,126)					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 179,395,526	\$ 197,377,683	\$ 208,176,992	\$ 218,946,011	\$ 225,073,434	\$ 226,821,738
<b>ADJUSTED TAX ROLL</b>	\$ 179,609,352	\$ 197,663,667	\$ 208,577,746	\$ 219,582,202	\$ 226,411,812	\$ 239,181,603
<b>BALANCE TO BE COLLECTED</b>	\$ 213,827	\$ 285,984	\$ 400,754	\$ 636,191	\$ 1,338,377	\$ 12,359,865
<b>ADJ. TAXABLE VALUE</b>	\$ 12,921,071,351	\$ 14,219,896,156	\$ 15,005,053,471	\$ 15,797,280,749	\$ 17,152,409,965	\$ 18,846,552,900
<b>TOTAL % COLLECTIONS AS OF FEBRUARY 28, 2021</b>	99.9%	99.9%	99.8%	99.7%	99.4%	94.8%
<b>TAX RATE</b>	1.39005	1.39005	1.39005	1.39000	1.32000	1.26910

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Bass Construction (Multi-Purpose & Orchestra)	Application # 7R	\$ 909,018.90
Bass Construction (Multi-Purpose & Orchestra)	Application # 8	\$ 663,437.25
Bass Construction (Traylor Stadium Press Box)	Application # 14	\$ 218,502.80
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 8	\$ 595,151.49
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 7	\$ 555,426.05
Drymalla Construction (Morgan ES)	Application # 8	\$ 1,584,330.20
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 21	\$ 4,587,099.70
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 5	\$ 1,076,561.85
EAB (George JHS)	Application # 1	\$ 1,330.00
EAB (Jane Long Gym)	Application # 1	\$ 1,185.00
EAB (Randle HS)	Application # 7	\$ 52,145.00
EAB (Randle HS)	Application # 8	\$ 60,310.00
EAB (Terry HS)	Application # 1	\$ 2,110.00
EAB (Traylor Stadium Press Box)	Application # 1	\$ 14,450.00

EAB (Wright JHS)	Application # 6	\$	<b>24,130.00</b>
EAB (Wright JHS)	Application # 7	\$	<b>23,440.00</b>
EMA (Multi-Purpose/Orchestra/FHS Parking)	Application # 1	\$	<b>2,600.00</b>
EMA (Tamarron ES)	Application # 3	\$	<b>4,140.00</b>
LJA Engineering (Morgan ES)	Application # 5	\$	<b>2,456.59</b>
Navcon (Jane Long ES Gym)	Application # 9	\$	<b>334,510.68</b>
PBK Architects (Lamar Complex Improvements)	Application # 11	\$	<b>22,559.32</b>
PBK Architects (Lamar Complex Improvements)	Application # 12	\$	<b>15,852.41</b>
PBK Architects (Lamar Complex Improvements – Reimbursables)	Application # 5	\$	<b>250.00</b>
PBK Architects (Lamar Complex Improvements – Reimbursables)	Application # 6	\$	<b>1,400.00</b>
PBK Architects (Lamar Complex Exterior Improvements)	Application # 9	\$	<b>4,121.40</b>
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 13	\$	<b>7,650.20</b>
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 14	\$	<b>9,562.74</b>
PBK Architects (Randle HS)	Application # 27	\$	<b>19,624.27</b>
PBK Architects (Randle HS)	Application # 28	\$	<b>19,624.27</b>
PBK Architects (Randle HS)	Application # 29	\$	<b>13,082.85</b>

PBK Architects (Randle HS – Reimbursables)	Application # 12	\$	<b>164.03</b>
PBK Architects (Traylor Stadium Improvements)	Application # 9	\$	<b>449.28</b>
PBK Architects (Traylor Stadium Press Box)	Application # 18	\$	<b>303.00</b>
PBK Architects (Traylor Stadium Press Box – Reimbursables)	Application # 2	\$	<b>775.00</b>
PBK Architects (Wright JHS)	Application # 25	\$	<b>5,885.98</b>
PBK Architects (Wright JHS)	Application # 26	\$	<b>11,771.95</b>
PBK Architects (Wright JHS)	Application # 27	\$	<b>8,828.96</b>
Pure Speed Lightwave (Randle HS)	Application # 1	\$	<b>129,643.26</b>
Rice & Gardner (2017 Bond Program)	Application # 24	\$	<b>102,456.46</b>
Rice & Gardner (2017 Bond Program)	Application # 25	\$	<b>102,456.46</b>
Sterling Structures (Brazos Crossing)	Application # 5	\$	<b>179,159.18</b>
Terracon (ALC)	Application # 6	\$	<b>3,726.00</b>
Terracon (Lamar Complex Improvements Package 2)	Application # 3	\$	<b>13,344.51</b>
Terracon (Morgan ES)	Application # 7	\$	<b>14,323.25</b>
Terracon (Phelan ES)	Application # 1	\$	<b>11,900.00</b>
Terracon (Randle HS/Wright JHS Complex)	Application # 23	\$	<b>13,861.79</b>

Terracon (Terry HS)	Application # 5	\$	<b>639.50</b>
Texas Department of Health (Bowie ES)	Application # 1	\$	<b>57.00</b>
Texas Department of Health (Jackson ES)	Application # 1	\$	<b>93.00</b>
Texas Department of Health (Service Center)	Application # 1	\$	<b>57.00</b>
VLK Architects (Brazos Crossing)	Application # 7	\$	<b>35,343.00</b>
VLK Architects (Brazos Crossing – Reimbursables)	Application # 4	\$	<b>1,860.00</b>
VLK Architects (Jane Long Gym)	Application # 7	\$	<b>17,648.41</b>
VLK Architects (Phelan ES)	Application # 3	\$	<b>73,800.00</b>
VLK Architects (Phelan ES – Reimbursables)	Application # 1	\$	<b>28.48</b>
VLK Architects (Phelan ES – Reimbursables)	Application # 2	\$	<b>64.13</b>
VLK Architects (Phelan ES – Reimbursables)	Application # 3	\$	<b>12.19</b>
VLK Architects (Terry HS/George JHS)	Application # 8	\$	<b>19,088.44</b>
VLK Architects (Terry HS/George JHS – Reimbursables)	Application # 6	\$	<b>171.47</b>

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

**EXECUTIVE SUMMARY**

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,872,095.27	87,308.73	23,003,835.18	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	712,764.50	277,235.50	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	614,259.80	85,740.20	584,061.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,659,999.00	8,653,859.19	6,139.81	8,642,092.09	8,659,999.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,954.13	9,086,569.00
Service Center/M&O	12,170,261.00	12,162,431.16	7,829.84	11,365,162.45	12,170,261.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
<b>Sub Total - Bond Sale 1</b>	<b>116,431,316.00</b>	<b>113,718,584.64</b>	<b>2,712,731.36</b>	<b>108,055,445.82</b>	<b>114,906,112.57</b>
<b>Bond Sale 2</b>					
Thomas R. Culver, III Elementary School	24,959,404.00	23,572,755.33	1,386,648.67	21,554,345.06	24,959,404.00
Tamarron Elementary School	26,207,374.00	25,082,837.00	1,124,537.00	22,689,641.29	26,207,374.00
James W. Roberts Middle School	23,442,493.00	22,841,866.48	600,626.52	21,158,362.21	23,442,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,655,042.40	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	189,000.00	3,786,750.00
<b>Sub Total - Bond Sale 2</b>	<b>82,245,098.00</b>	<b>73,610,547.81</b>	<b>8,634,550.19</b>	<b>67,246,390.96</b>	<b>82,245,098.00</b>
<b>Grand Total</b>	<b>198,676,414.00</b>	<b>187,329,132.45</b>	<b>11,347,281.55</b>	<b>175,301,836.78</b>	<b>197,151,210.57</b>

\* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	599,570.01	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,026,803.00	173,197.00	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,363,015.00	236,985.00	1,358,980.59	1,600,000.00
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>3,651,193.48</b>	<b>648,806.52</b>	<b>3,630,787.42</b>	<b>4,081,735.00</b>

**PROGRAM OVERVIEW**

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project. We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

## TAMARRON ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: April 2019
- Construction Completion: July 23, 2020

### OVERVIEW:

- Project has been closed out.

## FUTURE PROJECTS

### SATELLITE AG BARN #3

#### SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

#### OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
- Project is on hold until a site has been identified

## **COMPLETED PROJECTS**

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Maintenance and Operations Facility	Completed April 2018
Lamar CHS Band Hall Addition	Completed April 2018
Terry High School Band Hall Addition	Completed April 2018
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
Service Center	Completed May 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019
Tamarron Elementary School	Completed July 2020



## Monthly Report March 2021

### Dr. Thomas E. Randle High School & Harry Wright Junior High School

FM 2977 improvements are in progress.

Interior finishes are in progress.

Schools are on schedule to open in August 2021.



### Transportation Fuel Tank Replacement

Morris & Associates is the Firm of Record.

New system is fully operational.

Soil remediation testing is on the Board Agenda.



### Jane Long Historic Gym Renovations

VLK is the Architect of Record.

Canopies have been installed.

HVAC is operational.

Finishes are in progress.



### **ALC/1621 Additions and Renovations**

VLK is the Architect of Record.  
Masonry and roofing are in progress.  
Junior High building has been demolished.



### **Lamar CHS & Lamar JHS Additions & Renovations**

PBK is the Architect of Record.  
High School. Former Admin Area painting is in progress. LGI will be turned over after Spring Break.  
Junior High. Choir/Orchestra finishes are in progress. Parent Drive canopies are installed.  
North Athletics Site. Roofing and exterior sheathing are in progress.  
Traylor Stadium. Visitor locker room foundation is in progress.



## **Terry HS & George JHS Additions & Renovations**

VLK Architects is the Architect of Record.

Terry. Band Hall & Multi-Purpose Room HVAC units will be installed during Spring Break.

George. Band Hall masonry and roof are in progress. Forum stage renovations will begin during Spring Break.



## **Multi-Purpose Room (HS) & Orchestra (MS) Additions**

PBK is the Architect of Record.

Multi-Purpose Rooms. Foster, Fulshear, and George Ranch construction is in progress.

Orchestra Rooms. Navarro, Ryon Wertheimer, and Wessendorff construction is in progress.



## **Brazos Crossing Exterior Improvement**

VLK is the Architect of Record.

Final payment recommendation is scheduled for the April Board Meeting.



## **Fletcher Morgan, Jr. Elementary School**

VLK is the Architect of Record.

Piers, grade beams, and steel are in progress.

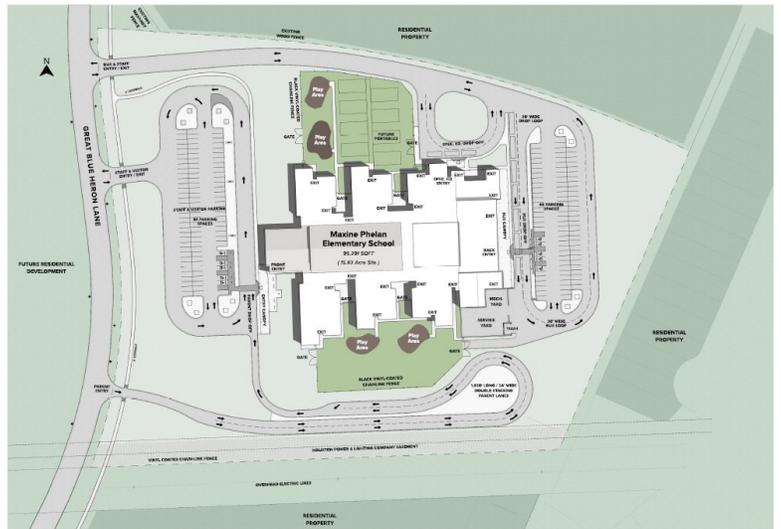
Site paving is 85% complete.



## **Maxine Phelan Elementary School**

VLK is the Architect of Record.

Contractor recommendation is scheduled for the April Board Meeting.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Roberts Middle School Orchestra Room	\$1,100,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$0.00
Austin ES Re-Roof	\$1,900,000.00	(\$529,504.00)	\$1,370,496.00	\$897,273.00	\$473,223.00
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28
High School LOTE Lab Renovations- Lamar / Terry / Foster	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement - Austin / Beasley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Summer 2019 Multi-Campus Improv. - Campbell ES Carpet / Campbell ES VWC / Navarro MS Carpet / Navarro MS Intercom / Wessendorff MS Carpet / Wessendorff MS VWC / Williams ES Carpet / Williams Admin. Renov. / Williams ES Fire Sprinklers	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36
HS Field Turf & Foster HS Track - GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,352,923.72	\$1,729,795.28
Foster HS Athletic Improvements- HS Baseball & Softball Improv. / HS Field House Locker Replacement	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School- High School / Turf / Multi-Purpose Room	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,386,733.73	\$12,243,266.27
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,441,207.82	\$6,558,792.18
Lamar CHS & Lamar JHS Exterior Improvements - Traylor Visitor Locker Room / Sub-Varsity Field / HS Multi- Purpose Room Add/ Turf/ Improved Drainage, Parking & Sidewalks / Revised JHS Drop Off / JHS HVAC Upgrades	\$15,340,000.00	\$0.00	\$15,340,000.00	\$2,987,206.00	\$12,352,794.00
Lamar CHS & Lamar JHS Additions & Renovations - HS Admin Renov. / LGI Add / HS Expand Band Hall / JHS Choir Add / JHS Intercom Upgrade	\$8,480,000.00	\$0.00	\$8,480,000.00	\$2,278,678.00	\$6,201,322.00
Terry HS & George JHS Additions & Renovations- JHS Renovated Locker Room / JHS Band Add / JHS Visitor Parking Add / JHS Forum Renov. / HS replace Wood Football Bleacher / HS Exterior Door & Window Replacement / HS Band & Chior Add / HS Resurface Parking / HS Multi-Purpose Room	\$14,650,000.00	\$0.00	\$14,650,000.00	\$8,154,309.00	\$6,495,691.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$1,228,860.00	\$10,971,140.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,048,979.00	\$151,021.00
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$415,504.00	\$1,315,504.00	\$1,308,014.00	\$7,490.00
HS Multi-Purpose Rooms & MS Orchestra Adds - Foster MP / GR MP / Fulshear MP / Narvarro Orch / Wessendorff Orch / Ryon Orch / Wertheimer Orch / Foster HS Add Parking	\$9,570,000.00	\$0.00	\$9,570,000.00	\$9,119,829.30	\$450,170.70
Multi-Campus Carpet Replacement - HS / Briscoe JHS / Jackson ES / Pink ES / Long ES Foster	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,168,225.00	\$141,775.00
Summer 2020 Multi-Campus ES Renovations - Austin Office Renov. / Bowie Add 25 Parking Spaces / Bowie Replace Entry Canopy / Bowie Serving Line Renov. / Bowie Enlarge Cafeteria / Jackson Drainage Improv. / Jackson Serving Line Renov. / Smith Renov. Courtyard / Ray Improv Drainage in Parking Lot / Controls Upgrade	\$3,370,000.00	\$0.00	\$3,370,000.00	\$3,155,402.00	\$214,598.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$115,420.00	\$1,684,580.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$24,487,855.00	\$5,712,145.00
Maxine Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$12,975.00	\$32,587,025.00
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00
Land	\$20,000,000.00	\$0.00	\$20,000,000.00	\$0.00	\$20,000,000.00
TOTAL	\$404,115,000.00	\$1,632,000.00	\$405,747,000.00	\$250,230,133.27	\$155,516,866.73
<b>TOTAL FACILITY &amp; PLANNING BOND</b>	<b>\$404,115,000.00</b>	funded by 2014 bond available			
<b>REMAINING FACILITY &amp; PLANNING BOND</b>	<b>\$155,516,866.73</b>	funds			

<b>2017 BOND TECHNOLOGY SUMMARY</b>					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$0.00	\$9,044,000.00	\$7,996,136.00	\$1,047,864.00
PT0-Printer Refresh	\$1,440,000.00	\$0.00	\$1,440,000.00	\$1,347,355.18	\$92,644.82
CCU-Campus Core Uplink	\$740,000.00	\$0.00	\$740,000.00	\$737,976.00	\$2,024.00
ES0-Expanded Storage	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00
SC0-Security Cameras	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00	\$890,000.00	\$747,671.96	\$142,328.04
CRO-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$16,271,655.00	\$2,072,345.00
LC0-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00	\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00	\$121,450.00	\$550.00
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00	\$0.00	\$2,646,000.00
<b>TOTAL</b>	<b>\$34,326,000.00</b>	<b>\$0.00</b>	<b>\$34,326,000.00</b>	<b>\$27,872,244.14</b>	<b>\$6,453,755.86</b>
<b>TOTAL TECHNOLOGY BOND</b>	<b>\$34,326,000.00</b>				
<b>REMAINING TECHNOLOGY BOND</b>	<b>\$6,453,755.86</b>				

<b>2017 BOND TRANSPORTATION SUMMARY</b>					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$5,175,000.00	(\$7,300.00)	\$5,167,700.00	\$2,560,746.00	\$2,606,954.00
Add Air to Buses	\$1,335,000.00	\$0.00	\$1,335,000.00	\$0.00	\$1,335,000.00
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$507,250.91	\$49.09
<b>TOTAL</b>	<b>\$7,010,000.00</b>	<b>\$0.00</b>	<b>\$7,010,000.00</b>	<b>\$3,067,996.91</b>	<b>\$3,942,003.09</b>
<b>TOTAL TRANSPORTATION BOND</b>	<b>\$7,010,000.00</b>				
<b>REMAINING TRANSPORTATION BOND</b>	<b>\$3,942,003.09</b>				



**INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE**

In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracted with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division. The Rosenberg Police Department will cover up to February 21, 2021 and the Lamar CISD Police Department will cover the remaining of the month.

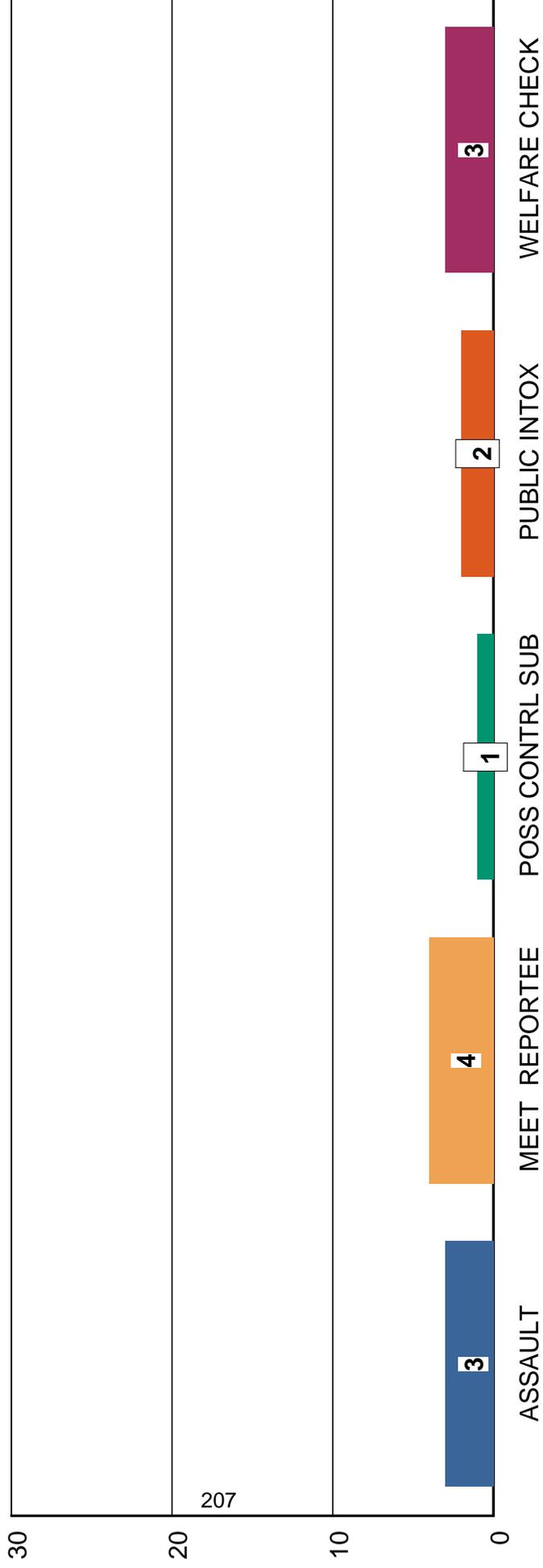
Resource Persons: Dallis Warren, Chief of Police  
Asst. Chief Jarret Nethery, Rosenberg Police Department

# SRO Division

## Monthly Activity - Incident Response Reports Written in February 2021



### Incident Types



asgnoff

**ASSAULT: 3**

ASSAULT	21-06399	4601 AIRPORT AVE; GEORGE JR HIGH	INH	Segura, Daryl	SEGURA, DARYL
ASSAULT	21-07549	4814 MUSTANG AVE; LAMAR JR HIGH	IAT	Price, Jerry	PRICE, JERRY
ASSAULT	21-09645	7110 GREATWOOD PKWY; DICKINSON ELEMENTARY	ASLT	DeRoch, Sean	ROGERS, J

**MEET REPORTEE: 4**

MEET REPORTEE	21-06446	8101 FM 762; READING JR HIGH	INH	Kreusch, Kelly	KREUSCH, KELLY
MEET REPORTEE	21-06447	4601 AIRPORT AVE; GEORGE JR HIGH	GMGM	Segura, Daryl	SEGURA, DARYL
MEET REPORTEE	21-06465		TVMP	Weishierner, R	WEISHIEMER, R
MEET REPORTEE	21-06654	4814 MUSTANG AVE; LAMAR JR HIGH	FARE	Price, Jerry	PRICE, JERRY

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**POSS CONTRL SUB: 1**

POSS CONTRL SUB	21-06824	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	PCFD	Becerra, Joseph	BECERRA, JOSEPH
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**PUBLIC INTOX: 2**

PUBLIC INTOX	21-06001	5500 AVE N; BF TERRY	PIM	Aguilar, Antoni	AGUILAR, ANTONI
PUBLIC INTOX	21-07980	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	PIM	Becerra, Joseph	BECERRA, JOSEPH
<b>WELFARE CHECK : 3</b>					
WELFARE CHECK	21-06514	5525 READING RD APT 301; READING PARK APT 301	INH	Nichols, C	LEAL, DAVID
WELFARE CHECK	21-06699	604 BURNET ST	INH	Nichols, C	NICHOLS, C
WELFARE CHECK	21-07337	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	MH	Becerra, Joseph	PRICE, JERRY

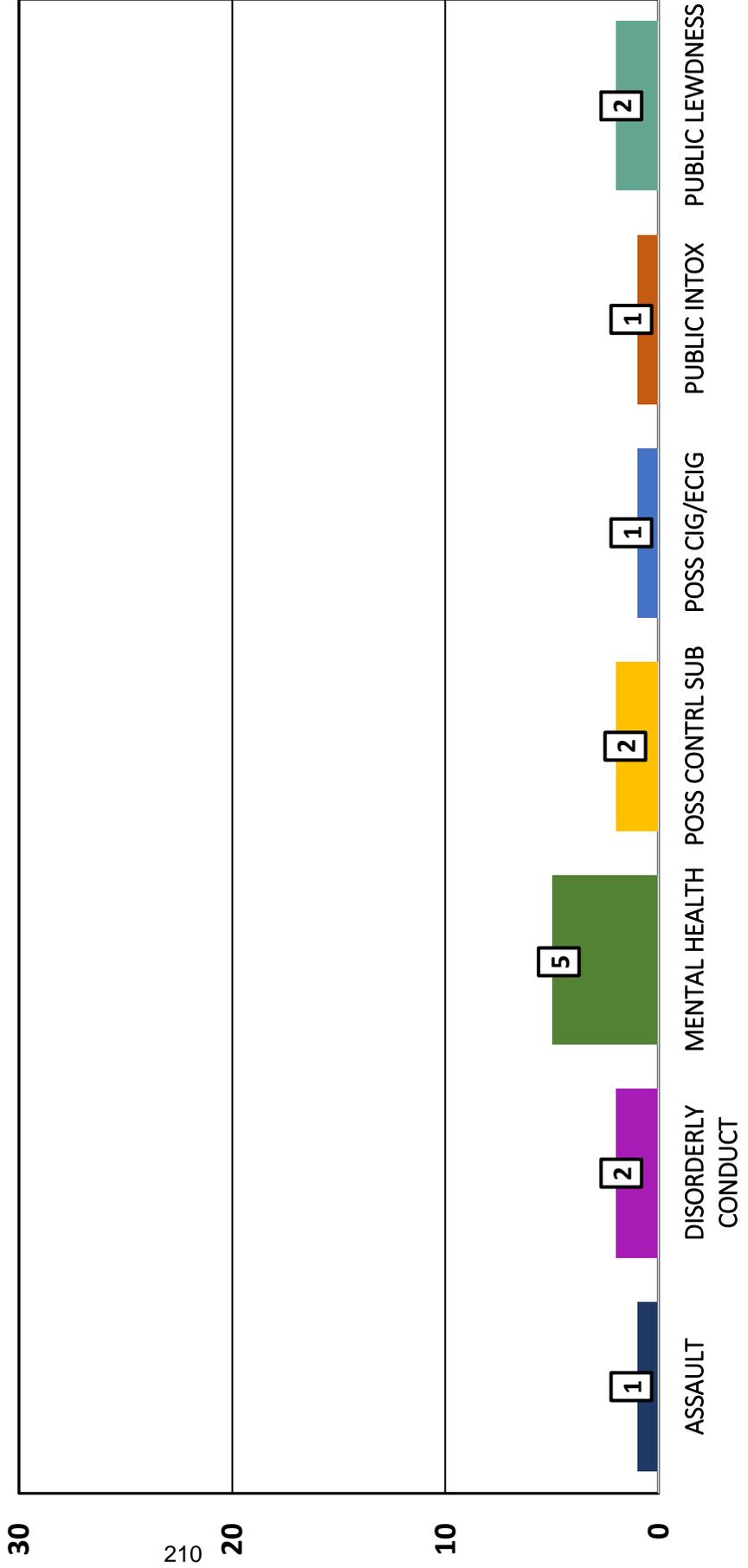
**Grand Total: 13**

3/3/2021 10:00:53AM



# SRO Division Monthly Activity – Incident Response Reports Written in February 2021

Incident Types



Case Number	Offense	School	Officer
LCP21-00003	ASSAULT CAUSES BODILY INJ	Dickinson Elementary School	DEROCH, SEAN
<b>ASSAULT CAUSES BODILY INJ Total: 1</b>			
LCP21-00016	DISORDERLY CONDUCT	George Junior High	SEGURA, DARYL
<b>DISORDERLY CONDUCT (FIGHTING) Total: 1</b>			
LCP21-00014	DISORDERLY CONDUCT	Bowie Elementary School	PHILLIPS, SHERMAN
<b>DISORDERLY CONDUCT (OFFENSIVE ACTIONS-VARIOUS) Total: 1</b>			
LCP21-00004	Mental Health		DEROCH, SEAN
LCP21-00009	Mental Health	George Ranch High School	ARMSTRONG, BRANDON
LCP21-00013	Mental Health	Wertheimer Middle School	EDGE, JAMES
LCP21-00015	Mental Health	Travis Elementary School	MEHLING, WILLIAM
LCP21-00012	Mental Health		DEROCH, SEAN
<b>Mental Health Total: 5</b>			
LCP21-00007	POSS CS PG 2 < 1G DFZ IAT	Arredondo Elementary School	BECERRA, JOSEPH
<b>POSS CONTROLLED SUBSTANCE Total: 1</b>			
LCP21-00010	POSS CS PG 2 >= 4G<400G	Terry High School	AGUILAR, ANTONIO
<b>POSS CONTROLLED SUBSTANCE Total: 1</b>			
LCP21-00008	POSSESS CIG/ECIG	George Junior High	SEGURA, DARYL
<b>POSSESS CIG/ECIG UNDER 21 Total: 1</b>			

<b>Case Number</b>	<b>Offense</b>	<b>School</b>	<b>Officer</b>
LCP21-00010	PUBLIC INTOXICATION	Terry High School	AGUILAR, ANTONIO
<b>PUBLIC INTOXICATION Total: 1</b>			
LCP21-00011	PUBLIC LEWDNESS	Terry High School	AGUILAR, ANTONIO
LCP21-00005	PUBLIC LEWDNESS	Terry High School	AGUILAR, ANTONIO
<b>PUBLIC LEWDNESS Total: 2</b>			

**Total Records: 14**

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**TRANSPORTATION QUARTERLY BOARD UPDATE  
(Dec 2020 – Feb 2021)**

**PERSONNEL UPDATES**

During the months of December, January and February, we have hired 9 new drivers and have 11 currently active driver trainees. Ken Winters has assumed the position of Fleet Manager for the department effective January 4. Brenda Bernander, Operations Manager for the Rosenberg transportation facility, retired at the end of January.

**ON THE ROAD BUS ACCIDENTS**

<i>Date</i>	<i>Bus</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>
120820	409428	Bus struck car during turn	Lauren Way	P
121120	414418	Bus struck car at stop sign	Louise St.	P
010521	320702	Truck turned into the bus	FM359 N of Foster HS	N

**STUDENT DISCIPLINE**

707 discipline reports were issued for the quarter.

**CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS**

<b>Site</b>	<b>Bus Miles</b>	<b>Sped Bus Miles</b>	<b>Truck Miles</b>	<b>White Fleet Miles</b>	<b>Number of Trips</b>
<b>Rosenberg</b>	20347	0	1453	1073	265
<b>Fulshear</b>	19213	0	591	1372	295

**BUS/VEHICLE MAINTENANCE**

There were 24 roadside calls for buses requiring roadside assistance. Transportation Department procedure to assist roadside calls is to send one or more mechanics to the site. A replacement bus may be sent at the same time with a mechanic, or a nearby bus may be sent if one is in the area and available. Shop staff were scheduled to attend training classes at the Texas Association of School Bus Technicians winter conference, but those classes were rescheduled for the end of March due to the blizzard.

## ROUTING & SCHEDULING

The following am/pm home to school routes are in operation:

<b>Home to School Routes</b>	<b>Blue Track</b>	<b>Red Track</b>	<b>Gold Track</b>	<b>Maroon Track</b>	<b>Purple Track</b>
<b>Regular</b>	26	35	32	42	28
<b>SPED</b>	5	8	8	4	2
<b>Van</b>	1	1	0	1	0
<b>Displaced Students</b>	33	46	14	23	0

## TRAINING AND OTHER EVENTS

Monthly safety meetings continued in the second quarter of the school year with 2-hour extended sessions in both January and February.

The Smart Tag ridership program continues to be successful. Smart Tag has enhanced operations within the department and on campuses, especially with Child Nutrition. Students have been able to use the Smart Tags both on the bus and at school in the cafeterias. Parents who have registered receive notice about their student's bus ride, and it will even notify the parent when the bus is approaching the stop. Smart Tag has also proved beneficial in contact tracing with COVID-19.

# LAMAR CISD TRANSPORTATION

## Activity Summary Report by Account for Product

12/1/202-02/28/21

		Number of Transactions	Qty
<b>Account:</b>	<b>001</b>	VOCATIONAL	
<b>Product:</b>	02	#2 Diesel	24
<b>Account Totals:</b>		24	695.800
<b>Account:</b>	<b>034</b>	DISTRIBUTION	
<b>Product:</b>	01	Unleaded	89
<b>Account Totals:</b>		89	1614.370
<b>Account:</b>	<b>050</b>	MAINTENANCE	
<b>Product:</b>	01	Unleaded	756
<b>Product:</b>	02	#2 Diesel	186
<b>Account Totals:</b>		942	13811.930
<b>Account:</b>	<b>053</b>	TECHNICAL SERVICES	
<b>Product:</b>	01	Unleaded	69
<b>Account Totals:</b>		69	1823.140
<b>Account:</b>	<b>060</b>	Transportation	
<b>Product:</b>	01	Unleaded	269
<b>Product:</b>	02	#2 Diesel	3043
<b>Account Totals:</b>		3312	114982.170
<b>Account:</b>	<b>080</b>	SECURITY	
<b>Product:</b>	01	Unleaded	170
<b>Account Totals:</b>		170	3794.680
<b>Account:</b>	<b>090</b>	ATHLETICS	
<b>Product:</b>	01	Unleaded	4
<b>Account Totals:</b>		4	114982.170
<b>Account:</b>	<b>1111</b>	FACILITIES & PLANNING	
<b>Product:</b>	01	Unleaded	4
<b>Account Totals:</b>		4	75.200
<b>Account:</b>	<b>78</b>	FOODSERVICE	
<b>Product:</b>	01	Unleaded	88
<b>Account Totals:</b>		88	57.730

Resource Persons: Dr. Mike Rockwood, Deputy Superintendent of Administrative  
Services & Leadership Development  
Mike Jones, Director of Transportation

**INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES**

Administration evaluates the components of the District's self-funded, Medical/Rx health care plan (the Plan) on an ongoing basis. The cost of health care in general continues to rise at a rate much higher than the Consumer Price Index (CPI). Pharmacy costs continue to rise at an even faster pace than medical plan costs. In addition, the cost of compliance with the Affordable Care Act continues to impact the overall cost of the Plan. Efforts to keep the benefit plans properly aligned, while continuing to improve the health and productivity of our valued employees, continues to be challenging.

To maintain the financial stability of the Plan and the member experience, we are recommending the following changes to the Plan for the 2021-2022 Plan Year:

- ✓ Increase awareness and communication for the District's financial performance plans - Nexus Memorial Hermann (ACO), Charter Kelsey Seybold (ACO), and the Qualified High Deductible Health Plan (HDHP) with a Health Saving Account (HSA).
- ✓ Adjust benefits (deductible, coinsurance, various copays) for the two (2) Broad Network Exclusive Provider Plans (Plan A - EPO and Plan B – EPO). The ACO and HDHP plan benefits will remain the same as the current plan year.
- ✓ Adjust/increase the employee contribution for all of the health plans offered – the two (2) Exclusive Provider Organization (EPO) Plans, the two (2) Accountable Care Organization (ACO) Plans, and the High Deductible Health Plan (HDHP) for better alignment with plan expenses.
- ✓ Continue to encourage enrollment in one of the Accountable Care Organization (ACO) plans or the High Deductible Health Plan (HDHP)/Health Saving Account (HSA) through smart alignment of employee contributions and communication.
- ✓ The District's budgeted contribution to the Plan will be evaluated during the regular budget process but is not expected to increase more significantly than in prior years. The current per-employee per-month (PEPM) contribution is approximately \$475 but will increase as necessary based on Plan status at August 31<sup>st</sup>, the District's fiscal year-end. The expected increase in District contributions is expected to be \$2.5M. Benefits are budgeted annually and considered for board approval along with the District's Compensation Plan.

The District will continue its efforts in the 2021-2022 Plan Year to manage and reduce plan costs through the following initiatives:

- ✓ Enhanced print and digital communication initiatives and population education opportunities including Alex by Jellyvision. Alex – an online benefit decision making tool for employees,
- ✓ Introduce Naviguard – a billing reconciliation tool for members enrolled in the Nexus Memorial Hermann plans,
- ✓ Condition Based Health Management Plan (Diabetes Hypertension Plan [DHP]), the purpose of which is to increase participant engagement and encourage ongoing medical compliance,
- ✓ Personal Health Record – Care Coordination and Care Management,
- ✓ Continue to promote participation in Real Appeal™ – a science based digital weight loss program that helps participants improve their health and reduce medical costs.

Resource Persons:            Dr. Kathleen Bowen, Chief Human Resources Officer  
   Trudy Harris, Director Employee Services and Risk Management  
   Jill Ludwig, CPA, RTSBA, Chief Financial Officer